
A

**CONTRACT TO CHARTER A PUBLIC SCHOOL ACADEMY
AND RELATED DOCUMENTS**

ISSUED BY

**THE GRAND VALLEY STATE UNIVERSITY BOARD OF TRUSTEES
(AUTHORIZING BODY)**

ISSUED TO

**WEST MICHIGAN ACADEMY OF ARTS AND ACADEMICS
(A PUBLIC SCHOOL ACADEMY)**

CONFIRMING THE STATUS OF

WEST MICHIGAN ACADEMY OF ARTS AND ACADEMICS

AS A

PUBLIC SCHOOL ACADEMY

DATED:

JULY 1, 2015

GENERAL INDEX

Contract Schedules

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Contract to Charter a Public School Academy

Pursuant to Part 6a of the Revised School Code (“Code”), being Sections 380.501 to 380.507 of the Michigan Compiled Laws, the Grand Valley State University Board of Trustees (“University Board”) issues a contract to West Michigan Academy of Arts and Academics (the “Academy”), to be effective July 1, 2015, confirming the Academy’s status as a public school academy in this State. The Parties agree that the issuance of this Contract is subject to the following Terms and Conditions:

ARTICLE I

DEFINITIONS

Section 1.1. **Certain Definitions**. For purposes of this Contract, and in addition to the terms defined throughout this Contract, each of the following words or expressions, whenever capitalized, shall have the meaning set forth in this section:

- a) **Academy** means the Michigan non-profit corporation authorized by this Contract.
- b) **Academy Board** means the Board of Directors of the Academy authorized by this Contract. **Academy Board member** or **Academy Director** means an individual who is a member of the Academy Board, whether in the past, present or future.
- c) **Applicable Law** means all state and federal law applicable to public school academies.
- d) **Applicant** means the person or entity that submitted the public school academy application to the University for the establishment of the Academy.
- e) **Application** means the public school academy application and supporting documentation submitted to the University for the establishment of the Academy.
- f) **Authorization Resolution** means the resolution adopted by the Grand Valley State University Board of Trustees approving the issuance of a Contract.
- g) **Charter School** means public school academy.
- h) **Code** means the Revised School Code, Act No. 451 of the Public Acts of 1976, as amended, being Sections 380.1 to 380.1852 of the Michigan Compiled Laws.
- i) **Contract** means, in addition to the definitions set forth in the Code, the Terms and Conditions and the Schedules.

- j) **Educational Service Provider or “ESP”** means an educational management organization as defined under section 503c of the Code, MCL 380.503c, that has entered into a contract or agreement with the Academy Board for operation or management of the Academy, which contract has been submitted to the University Charter Schools Office Director for review as provided in Section 11.11 and has not been disapproved by the University Charter Schools Office Director, and is consistent with the Charter Schools Office Educational Service Provider Policies, as they may be amended from time to time, and Applicable Law.
- k) **Fund Balance Deficit** means the Academy has more liabilities than assets at the end of any given school fiscal year, and includes any fiscal year where the Academy would have had a budget deficit but for a financial borrowing from, or monetary contribution by an Educational Service Provider or other person or entity to the Academy. If the Academy receives a gift or grant of money or financial support from an Educational Service Provider or other person or entity that does not require repayment by the Academy, and is not conditioned upon the actions or inactions of the Academy Board, then such gift or grant shall not constitute a financial borrowing or contribution for purposes of determining a Fund Balance Deficit.
- l) **Management Agreement or ESP Agreement** means an agreement as defined under section 503c of the Code, MCL 380.503c that has been entered into between an ESP and the Academy Board for operation and/or management of the Academy, which has been submitted to the University Charter Schools Office Director for review as provided in Section 11.11 and has not been disapproved by the University Charter Schools Office Director, and is consistent with the CSO Educational Service Provider Policies as they may be amended from time to time, and Applicable Law.
- m) **Master Calendar of Reporting Requirements (MCRR)** means the compliance certification duties required of the Academy by the University Board. The University Charter Schools Office may amend the MCRR each fiscal year or at other times as deemed appropriate by the University President. These changes shall be automatically incorporated into the Contract and shall be exempt from the Contract amendment procedures under Article IX of these Terms and Conditions.
- n) **Method of Selection Resolution** means the resolution adopted by the University Board providing for the method of selection, length of term, number of members, qualification of Board Academy members and other pertinent provisions relating to the Academy Board.
- o) **Resolution** means any resolution adopted by the Grand Valley State University Board of Trustees.
- p) **Schedules** mean the schedules incorporated into and part of the Terms and Conditions.

- q) **Terms and Conditions** means this document entitled Terms and Conditions of Contract issued by the Grand Valley State University Board of Trustees.
- r) **University** means Grand Valley State University established pursuant to Article VIII, Sections 4 and 6 of the 1963 Michigan Constitution and MCL 390.841 *et seq.*
- s) **University Board** means the Grand Valley State University Board of Trustees.
- t) **University Charter Schools Hearing Panel or Hearing Panel** means such person(s) as designated by the University President.
- u) **University Charter Schools Office or CSO** means the office the University Board, by issuance of this Contract, hereby designates as the point of contact for public school academy applicants and public school academies authorized by the University Board. The University Charter Schools Office is also responsible for managing, implementing, and overseeing the University Board's responsibilities with respect to the Contract.
- v) **University Charter Schools Office Director or CSO Director** means the person designated by the University President to administer the operations of the University Charter Schools Office.
- w) **University President** means the President of Grand Valley State University or his or her designee.

Section 1.2. Schedules. All Schedules to this Contract are part of this Contract.

Section 1.3. Statutory Definitions. Statutory terms defined in the Code shall have the same meaning in this Contract.

Section 1.4. Application. The Application submitted to the University Board for the establishment of the Academy is incorporated into, and made part of, this Contract. In the event that there is an inconsistency or dispute between materials in the Application and the Contract, the language or provisions in the Contract shall control.

Section 1.5. Conflicting Contract Provisions. In the event that there is a conflict between the language contained in the provisions of this Contract, the Contract shall be interpreted as follows: (i) the Method of Selection Resolution shall control over any other conflicting language in the Contract; (ii) the Authorizing Resolution shall control over any other conflicting language in the Contract with the exception of language in the Method of Selection Resolution; (iii) the Terms and Conditions shall control over any other conflicting language in the Contract with the exception of language in the Method of Selection Resolution and the Authorizing Resolution; and (iv) the Articles of Incorporation shall control over any other conflicting language in the Contract with the exception of language in the Method of Selection Resolution, Authorizing Resolution and these Terms and Conditions.

ARTICLE II

ROLE OF GRAND VALLEY STATE UNIVERSITY BOARD OF TRUSTEES AS AUTHORIZING BODY

Section 2.1. University Board Resolutions. For purposes of this Contract, the University Board has adopted the following resolutions:

(a) Method of Selection Resolution. The University Board has adopted the Method of Selection Resolution, which is incorporated into this Contract as part of Schedule 1. At anytime and at its sole discretion, the University Board may amend the Method of Selection Resolution. Upon University Board approval, changes to the Method of Selection Resolution shall automatically be incorporated into this Contract and shall be exempt from the amendment procedures under Article IX of the Terms and Conditions.

(b) Authorizing Resolutions. The University Board has adopted the Authorizing Resolution, which is incorporated into this Contract as part of Schedule 1.

Section 2.2. Method for Monitoring Academy's Compliance with Applicable Law and Performance of its Targeted Educational Outcomes. The University Board has the responsibility to oversee the Academy's compliance with the Contract and all Applicable Law. The Academy shall perform the compliance certification duties required by the University Board as outlined in the Contract incorporated into this Contract as Schedule 5. Additionally, the Academy shall be responsible for the following:

- a) In the event that the University President determines that the Academy's educational outcomes should be reviewed to help determine if the Academy is meeting the educational goals set forth in the Schedules, the University President, at his or her discretion, may require an objective evaluation of student performances by an educational consultant, acceptable to both the Academy and the University President. The Academy shall pay for the expense of the evaluation. In addition, at any time, the University President may require an evaluation of student performance to be selected by and at the expense of the University. The Academy shall cooperate with the evaluation, including any student testing required.
- b) Within ten (10) days of receipt, the Academy shall notify the University Charter Schools Office of correspondence received from the Department of Education or State Board of Education that requires a written or formal response.
- c) Within ten (10) days of receipt, the Academy shall report to the University Charter Schools Office and the University Counsel Office any litigation or formal proceedings alleging violation of Applicable Law or contractual agreement against the Academy, its officers, employees, agents, and/or contractors.
- d) The Academy shall permit review of the Academy's records and inspection of its premises at any time by representatives of the University. Normally, such inspections

shall occur during the Academy's hours of operation and after advance notice to the Academy.

- e) The Academy shall provide the Charter Schools Office with copies of reports and assessments concerning the educational outcomes achieved by pupils attending the Academy and shall provide necessary approvals for the Charter Schools Office to access electronic information received or stored by the State of Michigan including, but not limited to, the Department of Education or other agency authorized by the State to collect school data.
- f) The Academy shall submit audited financial statements, including auditor's management letters and any exceptions noted by the auditors, to the University Charter Schools Office. The financial statements and auditor's management letters shall be submitted to the University Charter Schools Office within ninety (90) days after the end of the Academy's fiscal year.
- g) The Academy shall provide the University Charter Schools Office with a copy of the proposed annual budget for the upcoming fiscal year of the Academy no later than July 1st. The Academy Board is responsible for establishing, approving and amending the annual budget in accordance with the Uniform Budgeting and Accounting Act, MCL 141.421 *et seq.*, and for providing all amendments and revisions to the University Charter Schools Office following Academy Board approval.
- h) The Academy shall provide to the University Charter Schools Office minutes of all Academy Board meetings no later than fourteen (14) days after such meeting.

Section 2.3. University Board Administrative Fee. During the term of this Contract, the Academy shall pay the University Board an administrative fee of 3% of the state school aid payments received by the Academy. For purposes of this Contract, state school aid payments received by the Academy in July and August in any given year shall be deemed to have been received by the Academy during the Contract term. This fee shall be retained by the University Board from each state school aid payment received by the University Board for forwarding to the Academy. This fee shall compensate the University Board for issuing the Contract and overseeing the Academy's compliance with the Contract and all Applicable Law.

Section 2.4. University Board as Fiscal Agent for the Academy. The University Board is the fiscal agent for the Academy. The University Board shall, within three (3) business days, forward to the Academy all state school aid funds or other public or private funds received by the University Board for the benefit of the Academy. The University Board shall retain any amount owed to the University Board by the Academy pursuant to this Contract. For purposes of this section, the responsibilities of the University Board, the State of Michigan, and the Academy are set forth in the Fiscal Agent Agreement incorporated herein as Schedule 4.

Section 2.5. Authorization of Employment. The Academy may employ or contract with personnel. If the Academy contracts for personnel with an Educational Service Provider, the Academy shall submit a draft of the proposed agreement to the University Charter Schools

Office for review. The University Charter Schools Office may disapprove the proposed agreement if it contains provisions in violation of this Contract or Applicable Law. No ESP agreement shall be effective unless and until the agreement complies with Section 11.12 of these Terms and Conditions. With respect to Academy employees, the Academy shall have the power and responsibility to (i) select and engage employees; (ii) pay their wages; (iii) dismiss employees; and (iv) control the employees' conduct, including the method by which the employee carries out his or her work. An employee hired by the Academy shall be an employee of the Academy for all purposes and not an employee of the University for any purpose. The Academy Board shall prohibit any individual from being employed by the Academy, an ESP, or an employee leasing company involved in the operation of the Academy, in more than one (1) full-time position and simultaneously being compensated at a full-time rate for each of these positions. The Academy shall be responsible for carrying worker's compensation insurance and unemployment insurance for its employees.

Section 2.6. Financial Obligations of the Academy are Separate from the State of Michigan, University Board and the University. Any contract, mortgage, loan or other instrument of indebtedness entered into by the Academy and a third party shall not in any way constitute an obligation, either general, special, or moral, of the State of Michigan, the University Board, or the University. Neither the full faith and credit nor the taxing power of the State of Michigan or any agency of the State, nor the full faith and credit of the University Board or the University shall ever be assigned or pledged for the payment of any Academy contract, agreement, note, mortgage, loan or other instrument of indebtedness.

Section 2.7. Academy Has No Power to Obligate or Bind State of Michigan, University Board or the University. The Academy has no authority whatsoever to enter into any contract or other agreement that would financially obligate the State of Michigan, University Board or the University, nor does the Academy have any authority whatsoever to make any representations to lenders or third parties, that the State of Michigan, University Board or the University in any way guarantee, are financially obligated, or are in any way responsible for any contract, agreement, note, mortgage, loan or other instrument of indebtedness entered into by the Academy.

Section 2.8. Authorizing Body Contract Authorization Process. Pursuant to the Code, the University Board is not required to issue a contract to the Academy. This Contract is for a fixed term and will terminate at that end of the Contract term set forth in Section 12.14 without any further action of either the Academy or the University Board. Prior to the end of the Contract term, the University Board shall provide a description of the process and standards by which the Academy may be considered for the issuance of a new contract. The timeline for consideration of whether to issue a new contract to the Academy shall be solely determined by the University Board. The standards for issuance of a new contract shall include increases in academic achievement for all groups of pupils as measured by assessments and other objective criteria established by the University Board as the most important factor of whether to issue or not issue a new contract. The University Board, at its sole discretion, may change its process and standards for issuance of a contract at anytime, and any such changes shall take effect automatically without the need for any amendment to this Contract. Consistent with the Code, the University Board may elect, at its sole discretion, not to consider the issuance of a contract,

consider reauthorization of the Academy and elect not to issue a contract, or consider reauthorization of the Academy and issue a contract for a fixed term.

ARTICLE III

REQUIREMENT THAT ACADEMY ACT SOLELY AS GOVERNMENTAL AGENCY OR ENTITY AND POLITICAL SUBDIVISION

Section 3.1. Governmental Agency or Entity and Political Subdivision. The Academy shall act exclusively as a governmental agency or entity and political subdivision.

Section 3.2. Other Permitted Activities. Nothing in this Contract shall prohibit the Academy from engaging in other lawful activities that are not in derogation of the Academy's status as a public school or that would not jeopardize the eligibility of the Academy for state school aid funds. Subject to Section 2.5 and Section 6.15 of the Terms and Conditions, the Academy may enter into agreements with other public schools, public school academies, governmental units, businesses, community and nonprofit organizations where such agreements contribute to the effectiveness of the Academy or advance education in this state.

ARTICLE IV

PURPOSE

Section 4.1. Academy's Purpose. The Academy Board shall identify the purpose or mission of the Academy. Any subsequent changes to the Academy's purpose or mission shall be carried out by amendment in accordance with Article IX of these Terms and Conditions. The Academy's stated purpose or mission shall be set forth in the Schedules.

ARTICLE V

CORPORATE STRUCTURE OF THE ACADEMY

Section 5.1. Articles of Incorporation. Unless amended pursuant to Section 9.2 of Article IX herein, the Articles of Incorporation of the Academy, as set forth in Schedule 2, shall be the Articles of Incorporation of the Academy. The Academy Board represents to the University Board that Schedule 2 includes all amendments to the Academy's Articles of Incorporation as of the date set forth above.

Section 5.2. Bylaws. Unless amended pursuant to Section 9.3 of Article IX herein, the Bylaws of the Academy, as set forth in Schedule 3, shall be the Bylaws of the Academy. The Academy Board represents to the University Board that Schedule 3 includes all amendments to the Academy's Bylaws as of the date set forth above.

ARTICLE VI

OPERATING REQUIREMENTS

Section 6.1. Governance Structure. The Academy shall be organized and administered under the direction of the Academy Board and pursuant to the governance structure as set forth in its Bylaws. The Academy's Board of Directors shall meet at least six times per fiscal year, unless another schedule is mutually agreed upon by the University President and the Academy.

Section 6.2. Contributions and Fund Raising. The Academy may solicit and receive contributions and donations as permitted by law. No solicitation shall indicate that a contribution to the Academy is for the benefit of the University. The University shall not be required to receive any contributions or donations for the benefit of the Academy. If the University receives contributions or donations for the benefit of the Academy, it shall forward such funds to the Academy within three (3) business days of receipt.

Section 6.3. Educational Goals and Programs. The Academy shall pursue the educational goals and programs identified and contained in the Schedules. The educational goals shall include demonstrated improved pupil academic achievement for all groups of pupils. Such goals and programs may be amended pursuant to Section 9.1 of Article IX of the Terms and Conditions. Upon request, the Academy shall provide the University Charter Schools Office with a written report, along with supporting data, assessing the Academy's progress toward achieving its goal(s).

Section 6.4. Curriculum. The Academy shall have flexibility in developing, realigning, and implementing the curriculum identified in the Schedules. Any changes to the curricula shall be administered pursuant to Section 9.1 of Article IX of the Terms and Conditions, and such proposed curricula shall be designed to achieve the Academy's overall educational goals and State's educational assessment objectives.

Section 6.5. Methods of Accountability. In addition to those set forth in this Section 6.5, the Academy shall evaluate its pupils' work based on the assessment strategies identified in the Schedules. To the extent applicable, the pupil performance of the Academy shall be assessed using at least the approved Michigan state standardized assessment designated under the Code. The Academy shall provide the University Charter Schools Office with copies of reports, assessments and test results concerning the following:

- a) educational outcomes achieved by pupils attending the Academy and other reports reasonably requested by the University Charter Schools Office;
- b) an assessment of the Academy's student performance at the end of each academic school year or at such other times as the University Board may reasonably request;
- c) an annual education report in accordance with the Code;

- d) an annually administered nationally recognized norm-referenced achievement test for the Academy's grade configuration or a program of testing approved by the University Charter Schools Office Director; and
- e) all tests required under Applicable Law.

The University Board may use such reports, assessments and test results in making its decision to suspend, terminate, or not issue a new contract at the end of the Contract, or revoke the Contract.

Section 6.6. Staff Responsibilities. Subject to Section 2.5 Article II of the Terms and Conditions, the University Board authorizes the Academy to employ or contract with an Educational Service Provider. A copy of the ESP agreement shall be included in the Schedules.

Section 6.7. Admission Policy. The Academy shall comply with all application, enrollment and admissions policies and criteria required by Applicable Law. A copy of the Academy's admission policies and criteria are set forth in the Schedules. With respect to the Academy's pupil admissions process, the Academy shall provide any documentation or information requested by the University Charter Schools Office that demonstrates the following:

- a) the Academy has made a reasonable effort to advertise its enrollment efforts to all pupils; and
- b) the Academy's open enrollment period was for a duration of at least 2 weeks and permitted the enrollment of pupils by parents at times in the evening and on weekends.

Section 6.8. School Calendar/School Day Schedule. The Academy shall comply with all minimum standards governing the length of the school term, minimum number of days and hours of instruction required by Applicable Law. The Academy agrees to make available to the CSO Office a copy of the School Calendar/School Day Schedule for each academic school year no later than July 1st. A copy of the School Calendar/School Day Schedule shall be automatically incorporated into the Schedules, without the need for an amendment under Article IX of the Terms and Conditions.

Section 6.9. Age/Grade Range of Pupils Enrolled. The Academy is authorized to operate Kindergarten through Eighth Grade(s). The Academy may add additional grades and vocational programs in the future, pursuant to Section 9.1 of Article IX of the Terms and Conditions.

Section 6.10. Annual Financial Audit. The Academy shall conduct an annual financial audit prepared and reviewed by an independent certified public accountant in accordance with generally accepted governmental auditing principles. The Academy shall submit the annual financial statement audit and auditor's management letter to the Charter Schools Office in accordance with the MCRR. The Academy Board shall provide to the Charter Schools Office a copy of any responses to the auditor's management letter in accordance with the MCRR.

Section 6.11. Address and Description of Proposed Site(s); Process for Expanding Academy's Site Operations. The proposed address and physical plant description of the

Academy's proposed site or sites is set forth in Schedule 7-8. Following Academy Board and University Board approval, proposed changes to the address and description of any site or sites shall be incorporated into this Contract by amendment. With the approval of the University Board, the Academy Board may operate the same configuration of age or grade levels at more than one (1) site if each configuration of age or grade levels and each site identified in Schedule 7-8 are under the direction and control of the Academy Board.

The University Board's process for evaluating and approving the same configuration of age or grade levels at more than one (1) site is as follows:

By formal resolution, the Academy Board may request the authority to operate the same configuration of age or grade levels at more than one site. The Academy Board shall submit to the University Charter Schools Office an application for site expansion, in a form or manner determined by the University Charter Schools Office. The application for site expansion shall include all information requested by the University Charter Schools Office, including detailed information about the site, revised budget, renovation and site improvement costs, the Academy's proposed operations at the site, and the information provided in Contract Schedules 7-8. Upon receipt of a complete application for site expansion, the University Charter Schools Office shall review the application for site expansion and make a recommendation to the University Board on whether the Academy's request for site expansion should be approved. A positive recommendation by the University Charter Schools Office of the application for site expansion shall include a determination by the Charter Schools Office that the Academy is operating in compliance with the Contract and is making measurable progress toward meeting the Academy's educational goals. The University Board may consider the Academy Board's site expansion request following submission by the University Charter Schools Office of a positive recommendation.

If the University Board approves the Academy Board's site expansion request, the Contract shall be amended in accordance with Article IX of these Terms and Conditions. The University Board reserves the right to modify, reject, or approve any application for site expansion in its sole and absolute discretion.

Section 6.12. Accounting Standards. The Academy shall at all times comply with generally accepted public sector accounting principles, and accounting system requirements that comply with Applicable Law.

Section 6.13. Placement of University Student Interns. The Academy may be a placement site for University students who are in education or other pre-professionals in training to serve in public schools. Such placement shall be without charge to the University and subject to other terms and conditions as the Academy and the University agree.

Section 6.14. Disqualified Organizational or Contractual Affiliations. The Academy shall comply with all state and federal law applicable to public schools concerning church-state issues. To the extent disqualified under the state or federal constitutions, the Academy shall not be organized by a church or other religious organization and shall not have any organizational or contractual affiliation with or constitute a church or other religious organization. Nothing in this

Section shall be deemed to diminish or enlarge the civil and political rights, privileges and capacities of any person on account of his or her religious belief.

Section 6.15. Matriculation Agreements. Before the Academy Board approves a matriculation agreement with another public school, the Academy shall provide a draft and final copy of the agreement to the University Charter Schools Office for review and retention.

Section 6.16. Posting of Adequate Yearly Progress (AYP) and Accreditation Status. The Academy shall post notices to the Academy's homepage of its website disclosing the adequate yearly progress status and accreditation status of each school in accordance with section 1280E of the Code, MCL 380.1280E.

ARTICLE VII

TUITION PROHIBITED

Section 7.1. Tuition Prohibited: Fees and Expenses. The Academy shall not charge tuition. The Academy may impose fees and require payment of expenses for activities of the Academy where such fees and payments are not prohibited by law.

ARTICLE VIII

COMPLIANCE WITH PART 6A OF THE CODE AND OTHER LAWS

Section 8.1. Compliance with Part 6a of the Code. The Academy shall comply with Part 6a of the Code.

Section 8.2. Compliance with State School Aid Act. In order to assure that funds are available for the education of pupils, the Academy shall comply with all applicable provisions of the State School Aid Act of 1979, as amended from time to time. The Academy may expend funds from the State School Aid Act for any purpose permitted by the State School Aid Act of 1979 and may enter into contracts and agreements determined by the Academy as consistent with the purposes for which the funds were appropriated.

Section 8.3. Open Meetings Act. Pursuant to Section 503(6)(a) of the Code, the Academy Board shall conduct all of its meetings in accordance with the Michigan Open Meetings Act, Act No. 267 of the Public Acts of 1976, as amended, being Sections 15.261 to 15.275 of the Michigan Compiled Laws.

Section 8.4. Freedom of Information Act. Pursuant to Section 503(6)(b) of the Code, the records of the Academy shall be records subject to the provisions of the Michigan Freedom of Information Act ("FOIA"), Act No. 442 of the Public Acts of 1976, as amended, being Sections 15.231 to 15.246 of the Michigan Compiled Laws. The Academy Board shall designate a freedom of information coordinator to assure compliance with FOIA and other applicable law providing for public disclosure or for protection of privacy.

Section 8.5. Public Employees Relation Act. Pursuant to Section 503(6)(c) of the Code, the Academy shall comply with Act No. 336 of the Public Acts of 1947, being Sections 423.201 to 423.217 of the Michigan Compiled Laws. Organizational efforts and collective bargaining agreements, if any, with employees of the Academy shall be the responsibility of the Academy.

Section 8.6. Prevailing Wage on State Contracts. The Academy shall comply with the Prevailing Wage on State Contracts statute, Act No. 166 of the Public Acts of 165, being Sections 408.551 to 408.558 of the Michigan Compiled Laws.

Section 8.7. Uniform Budgeting and Accounting Act. The Academy shall comply with the Uniform Budgeting and Accounting Act, Act No. 2 of the Public Acts of 1968, being MCL 141.421 to 141.440a.

Section 8.8. Revised Municipal Finance Act of 2001. With respect to the Academy's borrowing money and issuance of bonds, the Academy shall comply with section 1351a of the Code and Part VI of the Revised Municipal Finance Act of 2001, Act No. 34 of the Public Acts of 2001, being MCL 141.2601 to 141.2613 of the Michigan Compiled Laws, except that the borrowing of money and issuance of bonds by the Academy is not subject to section 1351a(4) or section 1351(2) to (4) of the Code. Bonds issued by the Academy are subject to the revised municipal finance act, 2001 PA 34, MCL 141.2101 to 141.2821.

Section 8.9. Non-discrimination. The Academy shall be separately responsible for compliance with applicable laws pertaining to equal opportunity and anti-discrimination laws such as the Elliott-Larsen Civil Rights Act, Act No. 453 of the Public Acts of 1976, as amended, being MCL 37.2101 to 37.2804, the Michigan Handicappers' Civil Rights Act, Act No. 22 of the Public Acts of 1976, as amended, being MCL 37.1101 to 37.1607, and Subtitle A of Title II of the Americans with Disabilities Act of 1990, Public Law 101-336, 42 USC & 12101 *et seq.* or any successor law.

Section 8.10. Other State Laws. The Academy shall comply with other state laws which are applicable to public school academies. Nothing in this Contract shall be deemed to apply any other state law to the Academy.

Section 8.11. Federal Laws. The Academy shall comply with federal laws which are applicable to public school academies. Nothing in this Contract shall be deemed to apply any other federal law to the Academy.

ARTICLE IX

AMENDMENT

Section 9.1. Process for Amending the Contract. Either party may propose changes in this Contract or may propose a meeting to discuss potential revision of this Contract. Except as provided in Sections 2.1, 5.1 and 6.11, the University Board delegates to its University President the review and approval of changes or amendments to this Contract. The Academy Board may delegate the same authority to the Academy Board President. The Contract shall be amended upon agreement and approval of the respective authorized designees.

Section 9.2. Process for Amending Academy Articles of Incorporation. The Academy Board, or any authorized designee of the Academy Board, may propose changes to the Academy's Articles of Incorporation. The Academy shall be authorized to make such changes to its Articles upon approval by the President or Designee of the University after review and recommendation by the University's Legal Counsel. Upon University approval, the Academy Board's authorized designee is authorized to file the amendment to the Academy's Articles of Incorporation with the appropriate state agency. Upon receipt of the filed amendment, the Academy shall forward the filed amendment to the University Charter Schools Office. The filed amendment shall be automatically incorporated into Schedule 2 of this Contract upon receipt of the amendment by the University Charter Schools Office. If the University identifies a provision in the Articles of Incorporation that violates or conflicts with this Contract, due to a change in law or other reason, after approval has been given, it shall notify the Academy Board in writing and the Academy Board shall amend the Articles of Incorporation to make them consistent with the Contract. If the change is requested by the University, the University shall reimburse the Academy for the filing fees payable to the Michigan Department of Labor and Economic Growth.

Section 9.3. Process for Amending Academy Bylaws. The Academy Board shall submit proposed Bylaw changes to the Charter Schools Office, for review and comment, at least thirty (30) days prior to Academy Board adoption. The Academy's Bylaws, and any subsequent or proposed changes to the Academy's Bylaws, shall not violate or conflict with the Contract. If at any time the University identifies a provision in the Academy Board's Bylaws that violates or conflicts with Applicable Law or this Contract, the Academy Board's Bylaws shall be automatically void and the Academy Board shall amend the identified provision to be consistent with Applicable Law and the Contract. The amendment shall be automatically incorporated into Schedule 3 of the Contract upon receipt by the University Charter Schools Office of a duly authorized Academy Board Bylaw change made in accordance with this Section 9.3.

Section 9.4. Change in Existing Law. If, after the effective date of this Contract, there is a change in Applicable Law, which alters or amends the responsibilities and obligations of either the Academy or the University Board, this Contract shall be altered or amended to reflect the change in existing laws as of the effective date of such change. To the extent possible, the responsibilities and obligations of the Academy and the University Board shall conform to and be carried out in accordance with the change in Applicable Law.

ARTICLE X

TERMINATION, SUSPENSION AND REVOCATION

Section 10.1. Grounds and Procedures for Academy Termination of Contract. At anytime and for any reason, the Academy Board may terminate this Contract. The Academy Board shall notify the CSO Director in writing of the request for the termination of the Contract not less than ten (10) calendar months in advance of the effective date of termination. The University Board, in its sole discretion, may waive the ten (10) month requirement. A copy of

the Academy Board's resolution approving the Contract termination, including a summary of the reasons for terminating the Contract, shall be included with the written termination request.

Section 10.2. Termination by University Board. The University Board may terminate this Contract before the end of the Contract Term as follows:

(a) Termination Without Cause. Except as otherwise provided in subsections (b), (c) or (d), the University Board, in its sole discretion, reserves the right to terminate this Contract before the end of the Contract Term for any reason provided that such termination shall not take place less than ten (10) calendar months from the date of the University Board's resolution approving such termination. The Charter Schools Office shall provide notice of the termination to the Academy. If during the period between the University Board's action to terminate and the effective date of termination, the Academy has violated the Contract or Applicable Law, the University Board may elect to initiate suspension or revocation of the Contract as set forth in this Article X.

(b) Termination Caused by Change in Applicable Law. Following issuance of this Contract, if there is a change in Applicable Law that the University Board, in its sole discretion, determines impairs its rights and obligations under the Contract or requires the University Board to make changes in the Contract that are not in the best interest of the University Board or the University, then the University Board may terminate the Contract at the end of the Academy's school fiscal year in which the University Board's decision to terminate is adopted. For purposes of this section, a change in Applicable Law includes without limitation the following:

(i) the issuance of an order by the Superintendent of Public Instruction, pursuant to Section 1280c of the Code, placing the Academy under the supervision of the State School Reform/Redesign Officer; or

(ii) the development of, or changes to, a redesign plan by the Academy pursuant to Section 1280c of the Code.

(c) Automatic Termination Caused By Placement of Academy in State School Reform / Redesign School District. If the Academy is notified by the State that the Academy will be placed in the State School Reform/Redesign School District pursuant to Section 1280c of the Code, then the University Board may terminate this Contract at the end of the current school year.

(d) Automatic Termination For Failure to Satisfy Requirements During the Initial Term of Contract. If the Academy fails to satisfy the requirements set forth in Section 12.14 during the initial term of Contract, then this Contract shall automatically terminate on the date set forth in Section 12.14.

The revocation procedures in Section 10.6 shall not apply to a termination of this Contract under this section.

Section 10.3. Contract Suspension. The University Board's process for suspending the Contract is as follows:

- a) University President Action. If the University President determines, in his or her sole discretion, that conditions or circumstances exist that the Academy Board (i) has placed the health or safety of the staff and/or students at risk; (ii) is not properly exercising its fiduciary obligations to protect and preserve the Academy's public funds and property; (iii) has lost its right to occupancy of the physical facilities described in Section 6.11, and cannot find another suitable physical facility for the Academy prior to the expiration or termination of its right to occupy its existing physical facilities; or (iv) has willfully or intentionally violated this Contract or Applicable Law, the University President may immediately suspend the Contract. If the conditions or circumstances involve an alleged violation of Sections 10.5(e) or (f), the University President is authorized to suspend the Contract immediately pending completion of the procedures set forth in Section 10.6. Unless otherwise specified in the suspension notice, the Academy shall cease operations on the date on which the suspension notice is issued. A copy of the suspension notice, setting forth the grounds for suspension, shall be sent to the Academy Board and to the Hearing Panel if applicable. If this subsection is implemented, the notice and hearing procedures set forth in Section 10.6 shall be expedited as much as possible.
- b) Disposition of State School Aid Funds. Notwithstanding any other provision of the Contract, any state school aid funds received by the University Board after a decision by the University President to suspend the Contract may be retained by the University Board for the Academy until the Contract is reinstated, or shall be returned to the Michigan Department of Treasury.
- c) Immediate Revocation Proceeding. If the Academy Board, after receiving a Suspension Notice from the University President continues to engage in conduct or activities that are covered by the suspension notice, the Hearing Panel may immediately convene a Revocation Hearing in accordance with the procedures set forth in Section 10.6(e) of the Terms and Conditions. The Hearing Panel has the authority to accelerate the time line for revoking the Contract, provided that notice of the revocation hearing shall be provided to the University Charter Schools Office and the Academy Board at least five (5) days before the hearing. If the Hearing Panel determines that the Academy Board has continued to engage in conduct or activities that are covered by the suspension notice, the Hearing Panel may recommend revocation of the Contract. The University Board shall proceed to consider the Hearing Panel's recommendation in accordance with Section 10.6(f) through (i).

Section 10.4 Statutory Grounds for Revocation. In addition to the grounds for an automatic revocation of the Contract as set forth in Section 10.7, this Contract may also be revoked by the University Board upon a determination by the University Board, pursuant to the procedures set forth in Section 10.6, that one or more of the following has occurred:

- a) Failure of the Academy to demonstrate improved pupil academic achievement for all groups of pupils or meet the educational goals set forth in this Contract;
- b) Failure of the Academy to comply with all Applicable Law;

- c) Failure of the Academy to meet generally accepted public sector accounting principles and demonstrate sound fiscal stewardship; or
- d) The existence of one or more other grounds for revocation as specified in this Contract.

Section 10.5. Other Grounds for University Board Revocation. In addition to the statutory grounds for revocation set forth in Section 10.4 and the grounds for an automatic revocation of the Contract set forth in Section 10.7, the University Board may revoke this Contract, pursuant to the procedures set forth in Section 10.6, upon a determination that one or more of the following has occurred:

- a) The Academy is insolvent, has been adjudged bankrupt, or has operated for one or more school fiscal year(s) with a Fund Balance Deficit;
- b) The Academy has insufficient enrollment to successfully operate the Academy, or the Academy has lost more than twenty-five percent (25%) of its student enrollment from the previous school year;
- c) The Academy defaults in any of the terms, conditions, promises or representations contained in or incorporated into this Contract;
- d) The Academy files amendments to its Articles of Incorporation with the Michigan Department of Labor and Economic Growth, Bureau of Commercial Services, without first obtaining University President or Designee approval;
- e) The University Board discovers grossly negligent, fraudulent or criminal conduct by the Applicant, the Academy's directors, officers, employees or agents in relation to their performance under this Contract;
- f) The Applicant, the Academy's directors, officers or employees have provided false or misleading information or documentation to the University Board in connection with the University Board's approval of the Application, the issuance of this Contract, or the Academy's reporting requirements under this Contract or Applicable Law;
- g) The Academy violates the site restrictions set forth in the Contract or the Academy operates at a site or sites without the prior written authorization of the University Board; or
- h) The University Board, its trustees, officers, employees, agents or representatives are not included as third party beneficiaries under any educational management agreement entered into by the Academy for purposes of indemnifying such parties in accordance with Section 11.11 of the Terms and Conditions.

Section 10.6. University Board Procedures for Revoking Contract. Except for the automatic revocation process set forth in Section 10.7 or the termination of Contract by the

University Board in Section 10.2, the University Board's process for revoking the Contract is as follows:

- a) Notice of Intent to Revoke. The CSO Director or other University representative, upon reasonable belief that such grounds for revocation of the Contract exist, shall notify the Academy Board of such grounds by issuing the Academy Board a Notice of Intent to Revoke for non-compliance with the Contract or Applicable Law. The Notice of Intent to Revoke shall be in writing and shall set forth in sufficient detail the alleged grounds for revocation.
- b) Academy Board's Response. Within thirty (30) days of receipt of the Notice of Intent to Revoke, the Academy Board shall respond in writing to the alleged grounds for revocation. The Academy Board's response shall be addressed to the CSO Director, and shall either admit or deny the allegations of non-compliance. If the Academy's response includes admissions of non-compliance with the Contract or Applicable Law, the Academy Board's response must also contain a description of the Academy Board's plan and time line for correcting the non-compliance with the Contract or Applicable Law. If the Academy's response includes a denial of non-compliance with the Contract or Applicable Law, the Academy's response shall include sufficient documentation or other evidence to support a denial of non-compliance with the Contract or Applicable Law. A response not in compliance with this section shall be deemed to be non-responsive. As part of its response, the Academy Board may request that a meeting be scheduled with the CSO Director prior to a review of the Academy Board's response.
- c) Plan of Correction. Within fifteen (15) days of receipt of the Academy Board's response or after a meeting with Academy Board representatives, whichever is sooner, the CSO Director shall review the Academy Board's response and determine whether a reasonable plan for correcting the deficiencies can be formulated. If the CSO Director determines that a reasonable plan for correcting the deficiencies set forth in the Notice of Intent to Revoke can be formulated, the CSO Director shall develop a plan for correcting the non-compliance ("Plan of Correction"). In developing a Plan of Correction, the CSO Director is permitted to adopt, modify or reject some or all of the Academy Board's response for correcting the deficiencies outlined in the Notice of Intent to Revoke. The Notice of Intent to Revoke shall be withdrawn if the CSO Director determines any of the following: (i) the Academy Board's denial of non-compliance is persuasive; (ii) the non-compliance set forth in the Notice of Intent to Revoke has been corrected by the Academy Board; or (iii) the Academy Board has successfully completed the Plan of Correction. In the event the Notice of Intent to Revoke is withdrawn, the CSO Director shall notify the Academy Board, in writing, of such withdrawal.
- d) Plan of Correction May Include Conditions to Satisfy University Board's Contract Reconstitution Obligation. As part of the Plan of Correction, the CSO Director may reconstitute the Academy in an effort to improve student educational performance and to avoid interruption of the educational process. An attempt to improve student educational performance may include, but is not limited to, one of the following

actions: (i) removal of 1 or more members of the Academy Board members; (ii) termination of at-will board appointments of 1 or more Academy Board members; (iii) withdrawal of the Academy's authorization to contract with an ESP; or (iv) the appointment of a new Academy Board of directors or a conservator/trustee to take over operations of the Academy. The University Charter Schools Office shall notify the Superintendent of Public Instruction of any Plan of Correction that includes a reconstitution of the Academy to ensure that the Academy is not included on the list of school buildings subject to automatic closure under section 1280c of the Code.

e) Request for Revocation Hearing. The CSO Director or other University representative may initiate a revocation hearing before the University Charter Schools Hearing Panel if the CSO Director determines that any of the following has occurred:

- i) the Academy Board has failed to timely respond to the Notice of Intent to Revoke as set forth in Section 10.6(b);
- ii) the Academy Board's response to the Notice of Intent to Revoke is non-responsive;
- iii) the Academy Board's response admits violations of the Contract or Applicable Law which the CSO Director deems cannot be remedied or cannot be remedied in an appropriate period of time, or for which the CSO Director determines that a Plan of Correction cannot be formulated;
- iv) the Academy Board's response contains denials that are not supported by sufficient documentation or other evidence showing compliance with the Contract or Applicable Law;
- v) the Academy Board has not complied with part or all of a Plan of Correction established in Section 10.6(c);
- vi) the Academy Board has engaged in actions that jeopardize the financial or educational integrity of the Academy; or
- vii) the Academy Board has been issued multiple or repeated Notices of Intent to Revoke.

The CSO Director or other University representative shall send a copy of the Request for Revocation Hearing to the Academy Board at the same time the request is sent to the Hearing Panel. The Request for Revocation Hearing shall identify the reasons for revoking the Contract.

f) Hearing before University Charter Schools Hearing Panel. Within thirty (30) days of the date of a Request for Revocation Hearing, the Hearing Panel shall convene a revocation hearing. The Hearing Panel shall provide a copy of the Notice of Hearing to the University Charter Schools Office and the Academy Board at least ten (10) days before the hearing. The purpose of the Hearing Panel is to gather facts surrounding the CSO Director's request for Contract revocation, and to make a recommendation to the University Board on whether the Contract should be revoked. The revocation hearing shall be held at a location, date and time as determined by the CSO Director or other University Representative. The hearing shall be transcribed by a court reporter and the cost of the court reporter shall be divided equally between the University and the Academy. The CSO Director or his or her designee, and the

Academy Board or its designee, shall each have equal time to make their presentation to the Hearing Panel. Although each party is permitted to submit affidavits and exhibits in support of their positions, the Hearing Panel will not hear testimony from any witnesses for either side. The Hearing Panel, may, however, question the CSO Director and one or more members of the Academy Board. Within thirty (30) days of the Revocation Hearing, the Hearing Panel shall make a recommendation to the University Board concerning the revocation of the Contract. In its discretion, the Hearing Panel may extend any time deadline set forth in this subsection. A copy of the Hearing Panel's recommendation shall be provided to the University Charter Schools Office and the Academy Board at the same time that the recommendation is sent to the University Board.

- g) University Board Decision. If the Hearing Panel's recommendation is submitted to the University Board at least fourteen (14) days before the University Board's next regular meeting, the University Board shall consider the Hearing Panel's recommendation at its next regular meeting and vote on whether to revoke the Contract. The University Board reserves the right to modify, reject or approve all or any part of the Hearing Panel's recommendation. The University Board shall have available copies of the Hearing Panel's recommendation and the transcript of the hearing. The University Board may waive the fourteen (14) day submission requirement or hold a special board meeting to consider the Hearing Panel's recommendation. A copy of the University Board's decision shall be provided to the University Charter Schools Office, the Academy Board and the Michigan Department of Education.
- h) Effective Date of Revocation. If the University Board votes to revoke the Contract, the revocation shall be effective on the date of the University Board's act of revocation, or at a later date as determined by the University Board, but no later than the last day of the Academy's current academic year.
- i) Disposition of State School Aid Funds. Notwithstanding any other provision of the Contract, any state school aid funds received by the University Board after a recommendation is made by the Hearing Panel to revoke the Contract, or a decision by the University Board to revoke the Contract, may be held by the University Board and returned to the Michigan Department of Treasury.
- j) Disposition of District Code Number. Notwithstanding any other provision of the Contract, after a recommendation is made by the Hearing Panel to revoke the Contract, or a decision by the University Board to revoke the Contract, the district code number shall remain under the direction and control of the State Board of Education and/or its designated representative.

Section 10.7. Automatic Revocation by State of Michigan. If the University Board is notified by the Superintendent of Public Instruction that the Academy is subject to closure under Part 6a of the Code ("State's Automatic Closure Notice"), and the Academy is currently not undergoing a reconstitution as part of a Plan of Correction developed under Section 10.6, then this Contract shall automatically be amended to eliminate the Academy's authority to operate

certain age and grade levels at the site or sites identified in the State's Automatic Closure Notice. If the State's Automatic Closure Notice includes all of the Academy's existing sites, then this Contract shall automatically be revoked at the end of the current school year in which the notice is received without any further action of the University Board or the Academy. The University Board's revocation procedures set forth in Section 10.6 do not apply to an automatic revocation initiated by the State.

Following receipt of the State's Automatic Closure Notice, the University Charter Schools Office shall forward a copy of the State's Automatic Closure Notice to the Academy Board and request a meeting with Academy Board representatives to discuss the Academy's plans and procedures for the elimination of certain age or grade levels at the identified site or sites, or if all of the Academy's existing sites are included in the State's Automatic Closure Notice, then wind-up and dissolution of the Academy corporation at the end of the current school year. All Academy inquiries and requests for reconsideration of the State's Automatic Revocation Notice shall be directed to the Superintendent of Public Instruction, in a form and manner determined by that office or the Michigan Department of Education.

Section 10.8. Material Breach of Contract. The issuance of an order by the Superintendent of Public Instruction, pursuant to section 1280C of the Code, placing the Academy under the supervision of the State School Reform/ Redesign Officer, shall constitute a material breach of this Contract. Following the issuance of the order, the University Charter Schools Office shall notify the Academy of the material breach and request a meeting with Academy Board representatives to discuss the matter. To remedy the material breach, the Academy shall work toward the development of a corrective action plan that is acceptable to the University Charter Schools Office. In addition to other matters, the corrective action plan shall include the Academy's redesign plan prepared pursuant to section 1280C of the Code. The development of a corrective action plan under this Section 10.8 shall not in any way limit the rights of the University Board to terminate, suspend, or revoke this Contract.

Section 10.9. Appointment of Conservator/Trustee. Notwithstanding any other provision of the Contract, when the University Board determines that conditions or circumstances exist to lead the University Board to believe that the health, safety, educational or economic interest of the Academy or its students is at risk, the University Board may take immediate action against the Academy pending completion of the procedures described in Sections 10.6. The University Board may appoint a conservator/ trustee to manage the day-to-day operations of the Academy in place of the Academy Board. A conservator/ trustee appointed by the University Board shall have all the powers and authority of the Academy Board under this Contract and Applicable Law. Upon the appointment of a conservator/ trustee, the appointment and term of office for each Academy Board member shall cease. If this section has been implemented and the Hearing Panel under Section 10.6 determines the revocation to be appropriate, the revocation shall become effective immediately upon the University Board's decision.

ARTICLE XI

PROVISIONS RELATING TO PUBLIC SCHOOL ACADEMIES

Section 11.1. Grand Valley State University Faculty Employment in the Academy. Subject to the ability of the Academy to reach separate agreement on the terms, the Academy is permitted to use University faculty as classroom teachers in any grade.

Section 11.2. The Academy Faculty Appointment to Grand Valley State University Faculty. Nothing in this Contract shall prohibit a member of the Academy faculty from being appointed to or serving as a member of the University faculty.

Section 11.3. Student Conduct and Discipline. The Academy Board shall adopt, abide by and enforce its own set of written policies concerning student conduct and student discipline.

Section 11.4. Insurance. The Academy shall secure and maintain in its own name as the “first named insured” at all times the following insurance coverage:

- a) Property insurance covering all of the Academy’s real and personal property, whether owned or leased;
- b) General/Public Liability with a minimum of one million dollars (\$1,000,000) per occurrence and two million dollars (\$2,000,000) aggregate (Occurrence Form);
- c) Auto Liability (Owned and Non-Owned) with a minimum of one million dollars (\$1,000,000) (Occurrence Form);
- d) Workers’ Compensation or Worker’ Compensation without employees (this is considered minimum premium, “if any” insurance) (statutory limits) and Employers’ Liability insurance with a minimum of one million dollars (\$1,000,000);
- e) Errors & Omissions insurance including Directors & Officers and School Leaders Errors & Omissions Liability insurance with a minimum of one million dollars (\$1,000,000) per occurrence and three million dollars (\$3,000,000) aggregate (Claims Made or Occurrence Form);
- f) Crime including employee dishonesty insurance with a minimum of five hundred thousand dollars (\$500,000); and
- g) Employment Practices Liability insurance with a minimum of one million dollars (\$1,000,000) per claim/aggregate (Claims Made or Occurrence Form).
- h) Umbrella with a minimum \$4,000,000 limit and aggregate. Also, an Umbrella policy with an unlimited aggregate is acceptable at a \$2,000,000 limit.

The insurance must be obtained from a licensed mutual, stock, or other responsible company licensed to do business in the State of Michigan. The insurance carrier(s) must be an “A” best rating or better. The Academy may join with other public school academies to obtain

insurance if the Academy finds that such an association provides economic advantages to the Academy, provided that each Academy maintains its identity as first named insured with its own limits, i.e. no sharing of limits.

The Academy shall list the University Board and the University on the insurance policies as an additional insured with primary coverage on insurance coverage listed in (b), (c), (e), and (g) above. The Academy shall have a provision included in all policies requiring notice to the University, at least thirty (30) days in advance, upon termination or non-renewal of the policy or of changes in insurance carrier or policy limit changes. In addition, the Academy shall provide the University President copies of all insurance certificates and endorsements required by this Contract. The Academy shall also provide to the University Charter Schools Office an entire copy of the insurance policies. The Academy may expend funds for payment of the cost of participation in an accident or medical insurance program to insure protection for pupils while attending school or participating in a school program or activity. Other insurance policies and higher minimum may be required depending upon academic offerings and program requirements.

The Academy understands that the University's insurance carrier periodically reviews the types and amounts of insurance coverage that the Academy must secure in order for the University to maintain insurance coverage for authorization and oversight of the Academy. In the event that the University's insurance carrier requests additional changes in coverage identified in this Section 11.4, the Academy agrees to comply with any additional changes in the types and amounts of coverage requested by the University's insurance carrier within thirty (30) days after notice of the insurance coverage change.

Section 11.5. Transportation. The Academy Board may enter into contract with other school districts or other persons, including municipal and county governments, for the transportation of the Academy students to and from school and for field trips. In addition, the Academy Board may use funds received from state school aid payments to pay for student transportation. In the event that the Academy Board contracts for transportation services, the Academy Board shall ensure that the company providing the transportation services is properly licensed in accordance with Applicable Law, and that the company conducts criminal background and history checks on its drivers and other personnel who have direct contact with pupils in accordance with the Code.

Section 11.6. Extracurricular Activities and Interscholastic Sports. The Academy is authorized to join any organization, association, or league, which has as its objective the promotion and regulation of sport and athletic, oratorical, musical, dramatic, creative arts, or other contests by or between pupils.

Section 11.7. Legal Liabilities and Covenants Not to Sue. The Academy and Academy Board members acknowledge and agree that they have no authority to extend the faith and credit of the University or to enter into a contract that would bind the University. The Academy also is limited in its authority to contract by the amount of funds obtained from the state school aid fund, as provided hereunder, or from other independent sources. The Academy and Academy Board members hereby covenant not to sue the University Board, the University or any of its trustees, officers, employees, agents or representatives for any matters that arise under this

Contract or otherwise. The University does not assume any obligation with respect to any Academy Director, employee, agent, parent, guardian, or independent contractor of the Academy, and no such person shall have the right or standing to bring suit against the University Board, the University or any of its Trustees, employees, agents, or independent contractors as a result of the issuing, termination or revocation of this Contract.

Section 11.8. Lease or Deed for Proposed Single Site(s). The Academy shall provide to the designee of the University Board copies of its lease or deed for the premises in which the Academy shall operate. A copy of the Academy's lease or deed and site information shall be incorporated into the Schedules.

Section 11.9. Occupancy and Safety Certificates. The Academy Board shall: (i) ensure that all physical facilities comply with all fire, health and safety standards applicable to schools; and (ii) possess the necessary occupancy and safety certificates. The Academy Board shall not conduct classes at any site until the Academy has complied with this Section 11.9. Copies of these certificates shall be incorporated into the Schedules.

Section 11.10. Deposit of Public Funds by the Academy. The Academy Board agrees to comply with Section 1221 of the Revised School Code, being MCL 380.1221, regarding the deposit of all public or private funds received by the Academy. Such deposit shall be made within three (3) business days after receipt of the funds by the Academy.

Section 11.11. Educational Service Provider Agreements. The Academy may enter into an ESP Agreement with an ESP to contract out its administrative and/or educational functions and personnel. For the purposes of this Contract, an employee leasing agreement shall be considered an ESP Agreement, and an employee leasing company shall be considered an ESP. Prior to entering any ESP Agreement with an ESP, the Academy shall submit a copy of the final draft ESP Agreement to the University charter Schools Office in a form or manner consistent with the ESP policies of the University Charter Schools Office, which are incorporated into and be deemed part of this Contract. The Charter Schools Office may, from time to time during the term of this Contract, amend the ESP policies and the amended policies shall automatically apply to the Academy without any amendment under Article IX of this Contract. The University Charter Schools Office may disapprove the proposed ESP Agreement submitted by the Academy if the ESP Agreement is contrary to this Contract or Applicable Law. Any subsequent amendment to an ESP Agreement shall be submitted for review by the University Charter Schools Office in the same form and manner as a new ESP Agreement.

Section 11.12. Required Provisions for Educational Service Provider Agreements. Any ESP agreement entered into by the Academy must contain the following provisions:

“Indemnification of Grand Valley State University. The parties acknowledge and agree that the Grand Valley State University Board of Trustees, Grand Valley State University and its members, officers, employees, agents or representatives are deemed to be third party beneficiaries for purposes of this Agreement. As third party beneficiaries, the parties hereby promise to indemnify and hold harmless Grand Valley State University Board of Trustees, Grand Valley State University and its members, officers, employees, agents or representatives from all claims, demands, or liability, including attorney fees, and related expenses, on account of injury,

loss or damage, including, without limitation, claims arising from bodily injury, personal injury, sickness, disease, death, property loss or damage or any other losses of any kind whatsoever and not caused by the sole negligence of Grand Valley State University, which arise out of or are in any manner connected with Grand Valley State University Board's approval of the Application, the University Board's consideration of or issuance of a Contract, the Academy's preparation for and operation of a public school, or which are incurred as a result of the reliance by Grand Valley State University and its Board of Trustees members, officers, employees, agents or representatives upon information supplied by the Academy or the ESP, or which arise out of the failure of the Academy to perform its obligations under the Contract issued to the Academy by Grand Valley State University Board of Trustees. The parties expressly acknowledge and agree that Grand Valley State University and its Board of Trustee members, officers, employees, agents or representatives may commence legal action against either party to enforce its rights as set forth in this Agreement.”

“Revocation or Termination of Contract. If the Academy's Contract issued by the Grand Valley State University Board of Trustees is revoked or terminated, this Agreement shall automatically terminate on the same date as the Academy's Contract is revoked or termination without further action of the parties.”

“Compliance with Academy's Contract. The ESP agrees to perform its duties and responsibilities under this Agreement in a manner that is consistent with the Academy's obligations under the Academy's Contract issued by Grand Valley State University Board of Trustees. The provisions of the Academy's Contract shall supersede any competing or conflicting provisions contained in this Agreement.”

“Compliance with Section 503c. On an annual basis, the ESP agrees to provide the Academy Board with the same information that a school district is required to disclose under section 18(2) of the State School Aid Act of 1979, MCL 388.1618, for the most recent school fiscal year for which the information is available. Within thirty (30) days of receipt of this information, the Academy Board shall make the information available on the Academy's website home page, in a form and manner prescribed by the Michigan Department of Education. The defined terms in section 503c of the Code, MCL 380.503c, shall have the same meaning in this Agreement.”

Section 11.13. Incompatible Public Offices and Conflicts of Interest Statutes. The Academy shall comply with the Incompatible Public Offices statute, Act No. 566 of the Public Acts of 1978, being MCL 15.181 to 15.185 of the Michigan Compiled Laws, and the Contracts of Public Servants With Public Entities statute, Act No. 317 of the Public Acts of 1968, being MCL 15.321 to 15.330 of the Michigan Compiled Laws. The Academy Board shall ensure compliance with Applicable Law relating to conflicts of interest. Notwithstanding any other provision of this Contract, the following shall be deemed a prohibited conflict of interest for purposes of this Contract:

(a) An individual simultaneously serving as an Academy Board member and an owner, officer, director, employee or consultant of an educational service provider or an employee leasing company that has an ESP agreement with the Academy;

(b) An individual simultaneously serving as an Academy Board member and an Academy employee;

(c) An individual simultaneously serving as an Academy Board member and an independent contractor to the Academy;

(d) An individual simultaneously serving as an Academy Board member and as a member of the governing board of another public school; and

(e) An individual simultaneously serving as an Academy Board member and a University employee, official, or consultant, to the University.

Section 11.14. Certain Familial Relationships Prohibited. The Academy Board shall prohibit specifically identified family relationships pursuant to applicable law and the Terms and Conditions of this contract. Notwithstanding any other provision of this Contract, the following shall be deemed prohibited familial relationships for the purposes of this Contract:

(a) No person shall be appointed or reappointed to serve as an Academy Board member if the person's mother, mother-in-law, father, father-in-law, son, son-in-law, daughter, daughter-in-law, sister, sister-in-law, brother, brother-in-law, spouse or same-sex domestic partner:

- (i) Is employed by the Academy;
- (ii) Works at or is assigned to the Academy
- (iii) Has an ownership, officer, policy making, managerial, administrative, non-clerical or other significant role with the Academy's ESP or employee leasing company.

Section 11.15. Dual Employment Positions Prohibited. Any person working at the Academy is prohibited by law from being employed at the Academy in more than one full-time position and simultaneously being compensated for each position.

Section 11.16. Oath of Public Office. Academy Board members are public officials. Before entering upon the duties of a public school board member, each Academy Board member shall take, sign, and file the constitutional oath of office with the Charter Schools Office.

Section 11.17. Information Available to the Public and University.

(a) **Information to be provided by the Academy.** In accordance with Applicable Law, the Academy shall make information concerning its operation and management, including without limitation information in Schedule 6, available to the public and University in the same manner and to the same extent as is required for public schools and school districts.

(b) **Information to be provided by Educational Service Providers.** The agreement between the Academy and the ESP shall contain a provision requiring the ESP to make information concerning the operation and management of the Academy, including the information in Schedule 6, available to the Academy as deemed necessary by the Academy Board in order to enable the Academy to fully satisfy its obligations under subparagraph (a).

Section 11.18. University Board Invitation to Apply to Convert Academy to School of Excellence. If the University Board is interested in accepting applications to issue contracts to charter Schools of Excellence under Part 6e of the Code, MCL 380.551 et seq. (“Part 6e”), and the University Board determines that the Academy meets the University Board’s and the Code’s eligibility criteria for applying to convert the Academy to a School of Excellence, then the University Board may invite the Academy to submit an application to apply for a contract to convert the Academy to a School of Excellence. In accordance with the Code, the University Board shall establish its own competitive application process and provide the necessary forms and procedures to eligible public school academies.

ARTICLE XII

GENERAL TERMS

Section 12.1. Notices. Any and all notices permitted or required to be given hereunder shall be deemed duly given; (i) upon actual delivery, if delivery by hand; or (ii) upon delivery into United States mail if delivery is by postage paid first class mail. Each such notice shall be sent to the respective party at the address indicated below or to any other person or address as the respective party may designate by notice delivered pursuant hereto:

If to Grand Valley State University Board of Trustees:

Charter Schools Office Director
Grand Valley State University
201 Front Avenue, SW., Suite 310
Grand Rapids, Michigan 49504

If to Academy: Board President
 West Michigan Academy of Arts and Academics
 17350 Hazel
 Spring Lake, MI 49456

Section 12.2. Severability. If any provision in this Contract is held to be invalid or unenforceable, it shall be ineffective only to the extent of the invalidity, without affecting or impairing the validity and enforceability of the remainder of the provision or the remaining provisions of this Contract. If any provision of this Contract shall be or become in violation of Applicable Law, such provision shall be considered null and void, and all other provisions shall remain in full force and effect.

Section 12.3. Successors and Assigns. The terms and provisions of this Contract are binding on and shall inure to the benefit of the parties and their respective successors and permitted assigns.

Section 12.4. Entire Contract. This Contract sets forth the entire agreement between the University Board and the Academy with respect to the subject matter of this Contract. All prior

application materials, contracts, representations, statements, negotiations, understandings, and undertakings, are superseded by this Contract.

Section 12.5. Assignment. This Contract is not assignable by either party.

Section 12.6. Non-Waiver. Except as provided herein, no term or provision of this Contract shall be deemed waived and no breach or default shall be deemed excused, unless such waiver or consent shall be in writing and signed by the party claimed to have waived or consented. No consent by any party to, or waiver of, a breach or default by the other, whether expressed or implied, shall constitute a consent to, waiver of, or excuse for any different or subsequent breach or default.

Section 12.7. Indemnification. As a condition to receiving a grant of authority from the University Board to operate a public school pursuant to the terms and conditions of this Contract, the Academy agrees to indemnify and hold the University Board, the University and its Board of Trustees members, officers, employees, agents or representatives harmless from all claims, demands, or liability, including attorney fees, and related expenses, on account of injury, loss or damage, including, without limitation, claims arising from bodily injury, personal injury, sickness, disease, death, property loss or damage or any other losses of any kind whatsoever and not caused by the sole negligence of the University, which arise out of or are in any manner connected with the University Board's receipt, consideration or approval of the Application, the University Board's approval of the Method of Selection Resolution or the Authorizing Resolution, legal challenges to the validity of Part 6a of the Code or actions taken by the University Board as an authorizing body under Part 6a of the Code, the University Board's consideration of or issuance of a Contract, the Academy's preparation for and operation of a public school, or which are incurred as a result of the reliance of the University Board, the University and its Board of Trustees members, officers, employees, agents or representatives upon information supplied by the Academy, or which arise out of the failure of the Academy to perform its obligations under this Contract. The foregoing provision shall not be deemed a relinquishment or waiver of any kind of Section 7 of the Governmental Liability for Negligence Act, being Act No. 170, Public Acts of Michigan, 1964.

Section 12.8. Construction. This Contract shall be construed fairly as to both parties and not in favor of or against either party, regardless of which party prepared the Contract.

Section 12.9. Force Majeure. If any circumstances occur which are beyond the control of the parties, which delay or render impossible the obligations of one or both of the parties, the parties' obligations to perform such services shall be postponed for an equivalent period of time or shall be canceled, if such performance has been rendered impossible by such circumstances.

Section 12.10. No Third Party Rights. This Contract is made for the sole benefit of the Academy and the University Board and no other person or entity, including without limitation, the ESP. Except as otherwise provided, nothing in this Contract shall create or be deemed to create a relationship between the parties hereto, or either of them, and any third person, including a relationship in the nature of a third party beneficiary or fiduciary.

Section 12.11. Non-agency. It is understood that the Academy is not the agent of the University.

Section 12.12. Governing Law. This Contract shall be governed and controlled by the laws of the State of Michigan as to interpretation, enforcement, validity, construction, and effect, and in all other respects.

Section 12.13. Counterparts. This Contract may be executed in any number of counterparts. Each counterpart so executed shall be deemed an original, but all such counterparts shall together constitute one and the same instrument.

Section 12.14. Term of Contract.

(a) Initial Term of Contract. Except as otherwise provided in Section 12.14 (b) and (c) set forth below, this Contract shall commence on July 1, 2015, and shall remain in full force and effect for seven (7) years until June 30, 2022, unless sooner terminated according to the terms hereof.

(b) Termination of Contract During Initial Term of Contract. Consistent with the procedures set forth in this Section 12.14(b), this Contract will terminate on June 30, 2016 if the Academy fails to satisfy all of the following conditions:

- (i) The Academy shall provide to the Charter Schools Office Director a copy of the Academy's agreements with any Educational Service Provider. The terms and conditions of the agreements must be acceptable to the University President.
- (ii) The Academy shall provide to the Charter Schools Office Director a copy of the Academy's real property leases, sublease or other agreements set forth in the Schedules.
- (iii) The Academy, through legal counsel, shall provide a legal opinion to the Charter Schools Office Director confirming that the Academy Board's approval and execution of any real property lease or other agreement with Educational Service Providers complies with the Contracts of Public Servants with Public Entities statute, MCL 15.321 et seq.
- (iv) The Academy shall provide to the Charter Schools Office Director, if applicable, a copy of an AHERA asbestos plan and lead based paint survey for the site or sites set forth in the Schedules.
- (v) The Academy shall provide to the Charter Schools Office Director, if applicable, a copy of a current boiler inspection/ approval for the site or sites set forth in the Schedules.
- (vi) The Academy shall provide documentation to the Charter Schools Office Director confirming that the Academy has received occupancy approval

from the Michigan Department of Consumer and Industry Services' Office of Fire Safety for the site or sites set forth in the Schedules.

- (vii) The Academy shall provide documentation to the Charter Schools Office Director that it has obtained a short-term cash flow loan to cover the initial cost of operations for the initial academic year. The Academy shall comply with section 1225 of the Revised School Code and the Revised Municipal Finance Act with respect to approving and obtain such funds.
- (viii) Any additional financial information or documentation requested by the University President.

The Academy shall notify the Charter Schools Office in writing following completion of the conditions set forth in this Section 12.14(b). For good cause, the Charter Schools Office Director may extend the deadlines set forth above. If the Charter Schools Office Director determines that the Academy has not satisfied the conditions set forth in this Section 12.14(b), the Charter Schools Office Director shall issue a Contract termination letter to the Academy for failing to meet certain conditions set forth in this Section 12.14(b). The issuance of the termination letter by the Charter Schools Office Director shall automatically terminate this Contract without any further action by either the University Board or the Academy Board. Upon issuance of the termination letter, the Charter Schools Office Director shall notify the Superintendent of Public Instruction and the Michigan Department of Education that the Contract has been terminated.

(c) Inability to Enroll Students for Classes. If the Academy, for any reason, is unable to enroll students and conduct classes by October 1, 2015, then this Contract is automatically terminated without further action of the parties.

Section 12.15. Survival of Provisions. The terms, provisions, and representations contained in Section 11.4, Section 11.17, Section 11.12, and Section 12.7, and any other provision of this Contract that by their sense and context are intended to survive termination of this Contract shall survive.

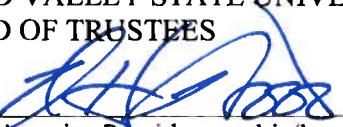
Section 12.16. Termination of Responsibilities. Upon termination or revocation of this Contract, the University Board and its designees shall have no further obligations or responsibilities under this Contract to the Academy or any other person or persons in connection with this Contract.

Section 12.17. Disposition of Academy Assets Upon Termination or Revocation of Contract. Following termination or revocation of the Contract, the Academy shall follow the applicable wind-up and dissolution provisions set forth in the Academy's articles of incorporation and in accordance with Applicable Law.

[INTENTIONALLY LEFT BLANK]

As the designated representative of the Grand Valley State University Board of Trustees, I hereby issue this Contract to the Academy on the date set forth above.

GRAND VALLEY STATE UNIVERSITY
BOARD OF TRUSTEES

By: 
University President or his/her designee

As the authorized representative of the Academy, I hereby certify that the Academy is able to comply with the Contract and all Applicable Law, and that the Academy, through its governing board, has approved and agreed to comply with and be bound by the terms and conditions of this Contract.

WEST MICHIGAN ACADEMY OF ARTS
AND ACADEMICS

By: 
Academy Board President

SCHEDULE 1

**METHOD OF SELECTION RESOLUTION
AUTHORIZING RESOLUTION**



CERTIFIED COPY OF RESOLUTION ADOPTED BY THE BOARD OF TRUSTEES OF
GRAND VALLEY STATE UNIVERSITY ON APRIL 24, 2015:

Reauthorization of 6a Charter Contract – West Michigan Academy of Arts
and Academics, Spring Lake (7 years)

WHEREAS, the Board of Trustees of Grand Valley State University at its meeting on April 26, 1996, initially authorized the issuance of a contract to charter West Michigan Academy of Arts and Academics (the "Academy"), and authorized the reissuance of a contract to charter the Academy at its meetings on June 18, 2001, and February 29, 2008; and

WHEREAS, the University's Charter Schools Office has completed its evaluation and assessment of the operation and performance of the Academy; and

WHEREAS, the present Board of Directors of the Academy has requested the reissuance of a contract to charter as a public school academy; and

WHEREAS, the University President's designee has recommended the reissuance of a contract to charter as a public school academy to the Academy for a seven (7) year term beginning July 1, 2015 and ending June 30, 2022;

NOW, THEREFORE, BE IT RESOLVED, that the University Board of Trustees approves and reauthorizes the execution of a contract to charter a public school academy to the Academy and authorizes the University President or designee to execute the contract to charter a public school academy and related documents to the Academy for a seven (7) year term, provided that, before the execution of the contract, the University President or designee affirms that all terms of the contract have been agreed upon and the Academy is able to comply with all terms and conditions of the contract and applicable law. This resolution shall be incorporated in and made part of the contract as Schedule 1.

IN WITNESS WHEREOF, I have hereunto signed my name as Secretary and have caused the seal of said body corporate to be hereto affixed this 11th day of May 2015.



Teri L. Losey, Secretary
Board of Trustees
Grand Valley State University



CERTIFIED COPY OF RESOLUTION ADOPTED BY THE BOARD OF TRUSTEES OF
GRAND VALLEY STATE UNIVERSITY ON FEBRUARY 29, 2008:

08-1-13 (13) Charter Schools Report

On motion by Mrs. Johnson and second by Ms. Myers, the following resolution was adopted unanimously:

West Michigan Academy of Arts and Academics, Spring Lake (7 year)

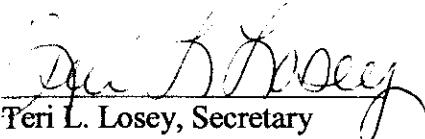
WHEREAS, the Board of Trustees of Grand Valley State University at its meeting on April 26, 1996 initially authorized the issuance of a contract to charter a public school academy to West Michigan Academy of Arts and Academics (the "Academy") and on June 18, 2001 the contract was reauthorized with an effective date of June 18, 2001.

NOW, THEREFORE, BE IT RESOLVED:

1. The Board of Directors of the Academy were selected in accordance with the resolution adopted by the Grand Valley State University Board of Trustees establishing the method of selection, length of term, and number of members of the Academy Board. This resolution is incorporated in and made part of the contract as Schedule 1.
2. The contract of this Academy is due to expire on June 30, 2008.
3. The University's Charter Schools Office has completed its evaluation and assessment of the operation and performance of the Academy.
4. The Board of Trustees of Grand Valley State University may consider the reissuance of a contract to charter following an evaluation and assessment by the University's Charter Schools Office that concludes that the operation and performance of the academy warrants the reissuance of a contract.
5. The present Board of Directors of the Academy has requested the reissuance of a contract to charter as a public school academy.

6. The University President or his designee has recommended the reissuance of a contract to charter as a public school academy to the Academy for a seven (7) year term beginning July 1, 2008 and ending June 30, 2015.
7. The Grand Valley State University Board of Trustees approves and reauthorizes the execution of a contract to charter a public school academy to the Academy and authorizes the Chairperson of the University Board to execute the contract to charter a public school academy and related documents to the Academy for a seven (7) year term, provided that, before the execution of the contract, the University President or designee affirms that all terms of the contract have been agreed upon and the Academy is able to comply with all terms and conditions of the contract and applicable law. This resolution shall be incorporated in and made part of the contract as Schedule 1.

IN WITNESS WHEREOF, I have hereunto signed my name as Secretary and have caused the seal of said body corporate to be hereto affixed this 9th day of April, 2008.



Teri L. Losey, Secretary
Board of Trustees
Grand Valley State University

SCHEDULE 2
ARTICLES OF INCORPORATION

MICHIGAN DEPARTMENT OF LABOR & ECONOMIC GROWTH BUREAU OF COMMERCIAL SERVICES		
Date Received	(FOR BUREAU USE ONLY)	
This document is effective on the date filed, unless a subsequent effective date within 90 days after received date is stated in the document.		
Name		
Address		
City	State	ZIP Code
Administrator BUREAU OF COMMERCIAL SERVICES		
EFFECTIVE DATE:		

Trans Info: 107119ii-1 05/23/05
Chk#: 1218 Amt: \$10.00
ID: 742612

FILED

JUN 01 2005

Document will be returned to the name and address you enter above.
If left blank document will be mailed to the registered office.

CERTIFICATE OF AMENDMENT TO THE ARTICLES OF INCORPORATION

For use by Domestic Profit and Nonprofit Corporations

(Please read information and instructions on the last page)

Pursuant to the provisions of Act 284, Public Acts of 1972, (profit corporations), or Act 162, Public Acts of 1982 (nonprofit corporations), the undersigned corporation executes the following Certificate:

1. The present name of the corporation is: West Michigan Academy of Arts and Academics

2. The identification number assigned by the Bureau is: 742-612

3. Article seven of the Articles of Incorporation is hereby amended to read as follows:

See following page.

JB

1. **Method of Selection and Appointment of Academy Board Members:**

a. **Initial Academy Board Member Nominations and Appointments:** As part of the public school academy application, the public school academy applicant shall propose to the Director of the University Charter Schools Office ("Director"), the names of proposed individuals to serve on the initial board of directors of the proposed public school academy. When the Director recommends an initial contract for approval to the Board of Trustees, he/she shall include recommendations for initial Academy Board members. These recommendations may, but are not required to, include individuals proposed by the public school academy applicant. To be considered for appointment, the nominees must have completed the required board member candidate application materials, including at least (i) the Academy Board Member Questionnaire prescribed by the University Charter Schools Office; and (ii) the Criminal Background Check Report prescribed by the University Charter Schools Office.

b. **Subsequent Academy Board Member Nominations and Appointments:** Except as provided in paragraph (2) below, the Academy Board may nominate individuals for subsequent Academy Board of Director positions. As part of the appointment process, the Academy Board may submit to the Director: (i) the name of the nominee; (ii) the board member candidate application materials identified in paragraph (a) above; and (iii) a copy of the Academy Board nominating resolution. The Director may or may not recommend the proposed nominee submitted by the Academy Board. If the Director does not recommend a nominee submitted by the Academy Board, the Director shall select a nominee and forward that recommendation to the Board of Trustees for appointment. The Board of Trustees shall have the sole and exclusive right to appoint members to the Academy Board.

c. **Exigent Appointments:** When the Director determines an "exigent condition" exists which requires him/her to make an appointment to a public school academy's board of directors, the Director, with University President approval, may immediately appoint a person to serve as a public school academy board member for the time specified, but not longer than the next meeting held by the Board of Trustees when a regular appointment may be made by the Board of Trustees. The Director shall make the appointment in writing and notify the public school academy's board of directors of the appointment. Exigent conditions include, but are not limited to when an Academy Board seat is vacant, when a Academy Board cannot reach a quorum, when the Board of Trustees determines that an Academy Board member's service is no longer required, when an Academy Board member is removed, when an Academy Board fails to fill a vacancy, or other reasons which would prohibit the Academy Board from taking action without such an appointment.

2. **Qualifications of Academy Board Members:** To be qualified to serve on the Academy Board, a person shall: (a) be a citizen of the United States; (b) reside in the State of Michigan; (c) submit all materials requested by the GVSU Charter Schools Office including, but not limited to, a GVSU Academy Board Member Questionnaire and a release for criminal history background check; (d) not be an employee of the Academy; (e) not be a director, officer, or employee of a company or other entity that contracts with the Academy; and (f) not be an employee or representative of GVSU or be a member of the Board of Trustees.

3. **Oath /Acceptance of Office / Voting Rights:** Following appointment by the Board of Trustees, Academy Board Appointees may begin their legal duties, including the right to vote, after they have signed an Acceptance of Public Office form and taken the Oath or Affirmation of Public Office administered by a member of the Academy Board, other public official or notary public.

4. **Length of Term; Removal:** An appointed Academy Board member is an "at will" board member who shall serve at the pleasure of the Board of Trustees for a term of office not to exceed three (3) years. Regardless of the length of term, terms shall end on June 30 of the final year of service, unless shorter due to other provisions of this resolution. A person appointed to serve as an Academy Board member may be reappointed to serve additional terms. When an Academy Board member is appointed to complete the term of service of another Academy Board member, their service ends at the end of the previous Academy Board member's term.

If the Board of Trustees determines that an Academy Board member's service in office is no longer required, then the Board of Trustees may remove an Academy board member with or without cause and shall specify the date when the Academy Board member's service ends. An Academy Board member may be removed from office by a two-thirds (2/3) vote of the Academy's Board for cause.

5. **Resignations:** A member of the Academy Board may resign from office by submitting a written resignation or by notifying the Director. The resignation is effective upon receipt by the Director, unless a later date is specified in the resignation. A written notice of resignation is not required. If no such written notification is provided, then the Director shall confirm a resignation in writing. The resignation shall be effective upon the date the Director sends confirmation to the resigning Academy Board member.

6. **Vacancy:** An Academy Board position shall be considered vacant when an Academy Board member:

- Resigns
- Dies
- Is removed from Office
- Is convicted of a felony
- Ceases to be qualified
- Is incapacitated

7. **Filling a Vacancy:** The Academy Board may nominate and the Director shall recommend or temporarily appoint persons to fill a vacancy as outlined in the "Subsequent Appointments" and "Exigent Appointments" procedures in this resolution.

8. **Number of Academy Board Member Positions:** The number of member positions of the Academy Board of Directors shall be five (5), seven (7) or nine (9), as determined from time to time by the Academy Board.

9. **Quorum:** In order to legally transact business the Academy Board shall have a quorum physically present at a duly called meeting of the Academy Board. A "quorum" shall be defined as follows:

# of Academy Board positions	# required for Quorum
Five (5)	Three (3)
Seven (7)	Four (4)
Nine (9)	Five (5)

10. **Manner of Acting:** The Academy Board shall be considered to have "acted," when a duly called meeting of the Academy Board has a quorum present and the number of board members voting in favor of an action is as follows:

# of Academy Board positions	# for Quorum	# required to act
Five (5)	Three (3)	Three (3)
Seven (7)	Four (4)	Four (4)
Nine (9)	Five (5)	Five (5)

6. (For a nonprofit corporation whose Articles state the corporation is organized on a directorship basis.)

The foregoing amendment to the Articles of Incorporation was duly adopted on the 18th day of

May, 2005 by the directors of a nonprofit corporation whose articles of incorporation state it is organized on a directorship basis (check one of the following)

at a meeting the necessary votes were cast in favor of the amendment

by written consent of all directors pursuant to Section 525 of the Act.

Signed this 18th day of May, 2005

By Paula L. De Jonge
(Signature of President/Vice-President, Chairperson or Vice-Chairperson)

Paula L. De Jonge President
(Type or Print Name) (Type or Print Title)

Name of person or organization remitting fees:

West Michigan Academy of Arts and Academics

Preparer's name and business telephone number:

Andrea Dumbrell

616-844-9961, ext. 24

INFORMATION AND INSTRUCTIONS

1. This form may be used to draft your Certificate of Amendment to the Articles of Incorporation. A document required or permitted to be filed under the act cannot be filed unless it contains the minimum information required by the act. The format provided contains only the minimal information required to make the document fileable and may not meet your needs. This is a legal document and agency staff cannot provide legal advice.
2. Submit one original of this document. Upon filing, the document will be added to the records of the Bureau of Commercial Services. The original will be returned to your registered office address, unless you enter a different address in the box on the front of this document.

Since the document will be maintained on electronic format, it is important that the filing be legible. Documents with poor black and white contrast, or otherwise illegible, will be rejected.

3. This Certificate is to be used pursuant to the provisions of section 631 of Act 284, P.A. of 1972, or Act 162, P.A. of 1982, for the purpose of amending the Articles of Incorporation of a domestic profit corporation or nonprofit corporation. Do not use this form for restated articles.
4. Item 2 - Enter the identification number previously assigned by the Bureau. If this number is unknown, leave it blank.
5. Item 3 - The article(s) being amended must be set forth in its entirety. However, if the article being amended is divided into separately identifiable sections, only the sections being amended need be included.
6. For nonprofit charitable corporations, if an amendment changes the term of existence to other than perpetual, Attorney General Consent should be obtained at the time of dissolution. Contact Michigan Attorney General, Consumer Protection and Charitable Trust Division at (517) 373-1152.
7. This document is effective on the date endorsed "filed" by the Bureau. A later effective date, no more than 90 days after the date of delivery, may be stated as an additional article.

8. **Signatures:****Profit Corporations:** (Complete either Item 4 or Item 5)

- 1) Item 4 must be signed by at least a majority of the Incorporators listed in the Articles of Incorporation.
- 2) Item 5 must be signed by an authorized officer or agent of the corporation.

Nonprofit Corporations: (Complete either Item 4, Item 5 or Item 6)

- 1) Item 4 must be signed by all of the incorporators listed in the Article of Incorporation.
- 2) Item 5 or 6 must be signed by either the president, vice-president, chairperson or vice-chairperson.

9. **NONREFUNDABLE FEES:** Make remittance payable to the State of Michigan. Include corporation name and identification number on check or money order \$10.00

ADDITIONAL FEES DUE FOR INCREASED AUTHORIZED SHARES OF PROFIT CORPORATIONS ARE:

each additional 20,000 authorized shares or portion thereon	\$ 30.00
maximum fee per filing for first 10,000,000 authorized shares	\$ 5,000.00
each additional 20,000 authorized shares or portion thereof in excess of 10,000,000 shares	\$ 30.00
maximum fee per filing for authorized shares in excess of 10,000,000 shares	\$ 200,000.00

To submit by mail:

Michigan Department of Labor & Economic Growth
 Bureau of Commercial Services - Corporation Division
 7150 Harris Drive
 P.O. Box 30054
 Lansing, MI 48909

To submit in person:

2501 Woodlake Circle
 Okemos, MI
 Telephone: (517) 241-6470

Fees may be paid by VISA or Mastercard when delivered in person to our office.

MICH-ELF (Michigan Electronic Filing System):

First Time Users: Call (517) 241-6420, or visit our website at <http://www.michigan.gov/corporations>
 Customer with MICH-ELF Filer Account: Send document to (517) 241-9845

The Department of Labor & Economic Growth will not discriminate against any individual or group because of race, sex, religion, age, national origin, color, marital status, disability or political beliefs. If you need help with reading, writing, hearing, etc., under the Americans with Disabilities Act, you may make your needs known to this agency.

fee previously collected/validation lost
B/W 12/4/03

BCS/CD-511 (Rev.04/01)

MICHIGAN DEPARTMENT OF CONSUMER & INDUSTRY SERVICES
BUREAU OF COMMERCIAL SERVICES

Date Received	(FOR BUREAU USE ONLY)	
<small>This document is effective on the date filed, unless a subsequent effective date within 90 days after received date is stated in the document.</small>		
Name West Michigan Academy of Arts & Academics		FILED DEC 04 2003
Address 17350 Hazel Street		Administrator BUREAU OF COMMERCIAL SERVICES
City Spring Lake, Michigan 49456	State	Zip Code EFFECTIVE DATE:

Document will be returned to the name and address you enter above.
 If left blank document will be mailed to the registered office.

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RESTATED ARTICLES OF INCORPORATION
For Use by Domestic Nonprofit Corporations

of

West Michigan Academy of Arts & Academics

Pursuant to the provisions of the Michigan Nonprofit Corporation Act of 1982, as amended (the "Act"), being MCL 450.2101 *et seq.*, and Part 6A of the Revised School Code (the "Code"), as amended, being Sections 380.501 to 380.507 of the Michigan Compiled Laws, the undersigned corporation executes the following Articles:

ARTICLE I

The name of the corporation is: West Michigan Academy of Arts & Academics

The authorizing body for the corporation is: Grand Valley State University Board of Control, ("University Board").

ARTICLE II

The purposes for which the corporation is organized are:

1. The corporation is organized exclusively for charitable and educational purposes, including for such purposes, the making of distributions to organizations that qualify as exempt organizations under section 501(c)(3) of the Internal Revenue Code, or corresponding section of any future federal tax code.
2. Specifically, the corporation is organized for the purposes of operating as a public school academy in the State of Michigan pursuant to Part 6A of the Code, being Sections 380.501 to 380.507 of the Michigan Compiled Laws.
3. The corporation, including all activities incident to its purposes, shall at all times be conducted so as to be a governmental entity pursuant to Section 115 of the United States Internal Revenue Code (IRC) or any successor law. Notwithstanding any other provision of these Articles, the corporation shall not carry on any other activity not permitted to be carried on by a governmental instrumentality exempt from federal income tax under Section 115 of the IRC or by a nonprofit corporation organized under the laws of the State of Michigan and subject to a Contract authorized under the Code.

ARTICLE III

The corporation is organized on a non-stock, directorship basis.

The value of assets which the corporation possesses is:

Real Property: \$3.7-million

Personal Property: None

The corporation is to be financed under the following general plan:

- a. State school aid payments received pursuant to the State School Aid Act of 1979 or any successor law.
- b. Federal funds.
- c. Donations.
- d. Fees and charges permitted to be charged by public school academies.
- e. Other funds lawfully received.

ARTICLE IV

The address of the initial registered office is 17350 Hazel Street, Spring Lake, Michigan 49456.

The mailing address of the initial registered office is 17350 Hazel Street, Spring Lake, Michigan 49456.

The name of the initial resident agent at the registered office is David Lewis.

ARTICLE V

The name and address of the incorporator is as follows:

Board of Directors
Robb Gould, President
c/o West Michigan Academy of Arts & Academics
17350 Hazel Street
Spring Lake, Michigan 49456

ARTICLE VI

The corporation is a governmental entity.

ARTICLE VII

Before execution of a contract to charter a public school academy between the corporation and the University Board, the method of selection, length of term, and the number of members of the Board of Directors of the corporation shall be approved by a resolution of the University Board as required by the Code.

The members of the corporation's Board of Directors shall be selected by the following method:

1. Method of Selection. The initial Board of Directors shall be the individuals named in the resolution approved by the University Board. Subsequent nomination and appointment to the corporation's Board of Directors shall be handled in the following manner:

When a vacancy on the corporation's Board occurs, the corporation's Board of Directors shall nominate and appoint persons to fill such vacancies. Prior to nominating and appointing a person as a member of the corporation's Board, the corporation's Board of Directors shall obtain from the person a copy of the following information: the person's (i) resume; (ii) completed University Academy Board Questionnaire; and (iii) criminal background check report.

The corporation's Board of Directors shall forward to the University Charter School Office the names of all persons appointed to membership on the corporation's Board. Within 10 days after appointing or reappointing a new corporation Board member, the corporation's Board of Directors shall file with the University Charter Schools Office a copy of: (i) the corporation's Board certified resolution appointing the new member(s); (ii) the new member(s) resume; (iii) the new member(s) University Academy Board Questionnaire; (iv) the new member(s) criminal background check report; and (v) the oath and acceptance of public office form prescribed by the University Charter Schools Office. A member appointed to fill a vacancy created other than by expiration of a term shall be appointment for the unexpired term of the vacating member in the same manner as original appointment.

All corporation Board of Director appointments must be submitted to the University Board for ratification at its next regularly scheduled meeting. The University Board retains the authority to review, rescind, modify, or ratify any corporation's Board appointment made by the corporation's Board of Directors.

2. Length of Term. The term of each member of the corporation's Board of Directors shall be three (3) years.

3. Number of Corporation Board Members. The number of Board members shall never be fewer than five (5) and not more than nine (9), as determined from time to time by the University Board.

4. Qualifications of Members. The members of the corporation's Board of Directors shall not include (1) any person appointed or controlled by another profit or non-profit corporation; (2) employees of the corporation; (3) any director, officer, or employee of a management company that contracts with the corporation; and (4) University employees, as representatives of Grand Valley State University.

5. Oath and Acceptance of Public Office. All members of the corporation's Board of Directors must take the constitutional oath of public office and file an acceptance of office in a form prescribed by the University Charter Schools Office. A person appointed to membership on the corporation's Board of Directors shall be administered the oath at a

corporation Board of Directors meeting by an existing corporation Board member or other public official or in the presence of a notary public.

6. Removal of Members. Any corporation board member may be removed by two-thirds (2/3) vote of the corporation's Board of Directors.

ARTICLE VIII

No part of the net earnings of the corporation shall inure to the benefit of or be distributable to its directors, board, officers or other private persons, or organization organized and operated for a profit (except that the corporation shall be authorized and empowered to pay reasonable compensation for services rendered and to make payments and distributions in the furtherance of the purposes set forth in Article II hereof). Notwithstanding any other provision of these Articles, the corporation shall not carry on any other activities not permitted to be carried on by an exempt organization under section 501(c)(3) of the IRC, or by a governmental entity exempt from Federal Income Tax under Section 115 of the IRC, or comparable provisions of any successor law.

To the extent permitted by law, upon the dissolution of the corporation, the board shall after paying or making provision for the payment of all of the liabilities of the corporation, dispose of all of the assets of the corporation to the University Board for forwarding to the State School Aid Fund established under Article IX, Section 11 of the Constitution of the State of Michigan of 1963, as amended.

ARTICLE IX

The corporation and its incorporators, board members, officers, employees, and volunteers have governmental immunity as provided in Section 7 of Act No. 170 of the Public Acts of 1964, being Sections 691.1407 of the Michigan Compiled Laws.

ARTICLE X

These Articles of Incorporation shall not be amended except by the process provided in the contract executed by the corporation and the University Board.

Amendments to these Articles of Incorporation take effect only after 1) they have been approved by a majority of the corporation's directors then in office, and by the University Board and 2) they are filed with the Michigan Department of Consumer & Industry Services, Corporation, Securities and Land Development Bureau. The filing shall include a copy of the University Board's approval of the amendment.

ARTICLE XI

The Board of Directors shall have all the powers and duties permitted by law to manage the business, property and affairs of the corporation.

ARTICLE XII

A volunteer director is not personally liable to the corporation for monetary damages for a breach of the director's fiduciary duty. This provision shall not eliminate or limit the liability of a director for any of the following:

- (i) A breach of the director's duty of loyalty to the corporation;
- (ii) Acts or omissions not in good faith or that involve intentional misconduct or a knowing violation of law;
- (iii) A violation of Section 551(1);
- (iv) A transaction from which the director derived an improper personal benefit;
- (v) An act or omission that is grossly negligent.

If the corporation obtains tax exempt status under section 501(c)(3) of the IRC, the corporation assumes all liability to any person other than the corporation for all acts or omissions of a volunteer director occurring on or after the filing of the Articles incurred in the good faith performance of the volunteer director's duties.

This article shall not be deemed a relinquishment or waiver of any kind of Section 7 of the Government Liability for Negligence Act, being Act No. 170, Public Acts of Michigan, 1964.

ARTICLE XIII

The corporation assumes the liability for all acts or omissions of a non-director volunteer, provided that:

- (i) The volunteer was acting or reasonable believed he or she was acting within the scope of his or her authority;
- (ii) The volunteer was acting in good faith;

- (iii) The volunteer's conduct did not amount to gross negligence or willful and wanton misconduct;
- (iv) The volunteer's conduct was not an intentional tort; and
- (v) The volunteer's conduct was not a tort arising out of the ownership, maintenance or use of a motor vehicle as described in § 209 (e)(v) of the Michigan Nonprofit Corporation Act.

This article shall not be deemed a relinquishment or waiver of any kind of Section 7 of the Governmental Liability for negligence Act, being Act No. 170, Public Acts of Michigan, 1964

ARTICLE XIV

The officers of the corporation shall be a President, Vice-President, Secretary and a Treasurer, each of whom shall be selected by the Board of Directors. The Board of Directors may select one or more Assistants to the officers, and may also appoint such other officers and agents as they may deem necessary for the transaction of the business of the corporation.

ARTICLE XV

The Articles of Incorporation shall become effective upon filing. However, the corporation shall not carry out the purposes set forth in Article II unless the University Board issues to the corporation a contract to operate as a public school academy, and the contract is executed by both the corporation and the University Board.

These Articles of Incorporation are hereby signed by the incorporator(s) on this 19th day of March, 2003.


Robb Gould, Board President

March 19, 2003

ARTICLE V (Additional provisions, if any, may be inserted here; attach additional pages if needed.)

COMPLETED
06/17/03

5. COMPLETE SECTION (a) IF THE RESTATED ARTICLES DO NOT FURTHER AMEND THE ARTICLES OF INCORPORATION; OTHERWISE, COMPLETE SECTION (b).

a. These Restated Articles of Incorporation were duly adopted on the _____ day of _____, in accordance with the provisions of Section 642 of the Act by the Board of Directors without a vote of the members or shareholders. These Restated Articles of Incorporation only restate and integrate and do not further amend the provisions of the Articles of Incorporation as heretofore amended and there is no material discrepancy between those provisions and the provisions of these Restated Articles.

Signed this _____ day of _____,

By _____

(Signature of Authorized Officer or Agent)

(Type or Print Name)

b. These Restated Articles of Incorporation were duly adopted on the 19th day

of March, 2003 in accordance with the provisions of Section 642 of the Act. These Restated Articles of Incorporation restate, integrate, and do further amend the provisions of the Articles of Incorporation and: (check one of the following)

were duly adopted by the shareholders, the members, or the directors (if organized on a nonstock directorship basis). The necessary number of votes were cast in favor of these Restated Articles of Incorporation.

were duly adopted by the written consent of all the shareholders or members entitled to vote in accordance with Section 407(3) of the Act.

were duly adopted by the written consent of all the directors pursuant to Section 525 of the Act as the corporation is organized on a directorship basis.

were duly adopted by the written consent of the shareholders or members having not less than the minimum number of votes required by statute in accordance with Section 407(1) and (2) of the Act. Written notice to shareholders or members who have not consented in writing has been given. (Note: Written consent by less than all of the shareholders or members is permitted only if such provision appears in the Articles of Incorporation)

Signed this 16th day of June, 2003

By Paula DeJonge
(Signature of President, Vice-President, Chairperson, or Vice-Chairperson)

(Type or Print Name)

Paula DeJonge, Vice-President
(Type or Print Title)

SCHEDULE 3

BYLAWS

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BYLAWS
OF
WEST MICHIGAN ACADEMY OF ARTS AND ACADEMICS

ARTICLE I
WEST MICHIGAN ACADEMY OF ARTS AND ACADEMICS

This organization shall be called West Michigan Academy of Arts and Academics (The “Academy” or the “corporation”).

ARTICLE II
FORM OF ACADEMY

The Academy is organized as a non-profit, non-stock, directorship corporation.

ARTICLE III
OFFICES

Section 1. Principal Office. The principle office of the Academy shall be located in the State of Michigan.

Section 2. Registered Office. The registered office of the Academy shall be 17350 Hazel Street, Spring Lake, MI 49456. It must be located in the state of Michigan, and be the business office of the registered agent, as required by the Michigan Nonprofit Corporation Act.

ARTICLE IV
BOARD OF DIRECTORS

Section 1. General Powers. The business, property and affairs of the Academy shall be managed by the Academy Board of Directors (“Academy Board”). The Academy Board may exercise any and all of the powers granted to it under the Michigan Nonprofit Corporation Act or pursuant to Part 6A of the Revised School code (“Code”). The Academy Board may delegate said powers to the officers and committees of the Academy Board as it deems appropriate or necessary, as long as such delegation is consistent with the Articles, these Bylaws, the Contract and Applicable Law.

Section 2. Method of Selection and Appointment. Nomination and appointment to the Academy Board shall be handled in the following manner:

1. Method of Selection and Appointment of Academy Board Members:

- a. Initial Academy Board Member Nominations and Appointments: As part of the public school academy application, the public school academy applicant shall propose to the Director of the University Charter Schools Office (“Director”), the names of proposed individuals to serve on the initial board of directors of the proposed public school academy. When the Director recommends an initial contract for approval to the Grand Valley State University Board of Trustees (“Board of Trustees”), he/she shall include recommendations for initial Academy Board members. These recommendations may, but are not required to, include individuals proposed by the public school academy applicant. To be considered for the appointment, the nominees must have completed the required board member Questionnaire prescribed by the University Charter Schools office; and (ii) the criminal Background Check Report prescribed by the University Charter Schools Office.
- b. Subsequent Academy Board Member Nominations and Appointments: Except as provided in paragraph (2) below, the Academy Board may nominate individuals for subsequent Academy Board of Director positions. As part of the appointment process, the Academy Board may submit to the Director: (i) the name of the nominee; (ii) the board member candidate application materials identified in paragraph (a) above; and (iii) a copy of the Academy Board nominating resolution. The Director may or may not recommend a nominee submitted by the Academy Board. If the Director does not recommend a nominee submitted by the Academy Board, the Director shall select a nominee and forward that recommendation to the Board of Trustees for appointment. The board of Trustees shall have the sole and exclusive right to appoint members to the Academy Board.
- c. Exigent Appointments: When the Director determines an “exigent condition” exists which requires him/her to make an appointment to a public school academy’s board of director, the Director, with University President approval, may immediately appoint a person to serve as a public school academy board member for the time specified, but not longer than the next meeting made by the Board of Trustees. The Director shall make the appointment in writing and notify the public school academy’s board of directors of the appointment. Exigent conditions include, but are not limited to when an Academy Board seat is vacant, determines that an Academy Board member’s service is no longer required, when an Academy Board member is removed, when an Academy Board fails to fill a vacancy, or other reasons which would prohibit the Academy Board from taking action without such an appointment.

2. Qualifications of Academy Board Members: To be qualified to serve of the Academy Board, a person shall: (a) be a citizen of the United States; (b) reside in the State of Michigan; (c) submit all materials requested by the GVSU Charter Schools Office including, but not limited to, a GVSU Academy Board Member Questionnaire and a release for criminal history background check; (d) not be an employee of the Academy; (e) not be a director, officer, or employee of a company or other entity that contracts with the Academy; and (f) not be an employee or representative of GVSU or be a member of the Board of Trustees.
3. Oath / Acceptance of Office / Voting Rights: Following appointment by the Board of Trustees, Academy Board Appointees may begin their legal duties, including the right to vote, after they have signed an Acceptance of Public Office form and taken the Oath or Affirmation of Public Office administered by a member of the Academy Board, other public official or notary public.
4. Length of Term; Removal: An appointed Academy Board member is an “at will” board member who shall serve at the pleasure of the Board of Trustees for a term of office not to exceed three (3) years. Regardless of the length of term, terms shall end on June 30 of the final year of service, unless shorter due to other provisions of this resolution. A person appointed to serve as an Academy Board member may be reappointed to serve additional terms. When an Academy Board member is appointed to complete the term of service of another Academy Board member, their service ends at the end of the previous Academy Board member’s term.

If the Board of Trustees determines that an Academy Board member’s service in office is no longer required, then the Board of Trustees may remove an Academy Board member with or without cause and shall specify the date when the Academy Board member’s service ends. An Academy Board member may be removed from the office by a two-thirds (2/3) vote of the Academy’s Board for cause.
5. Resignations: A member of the Academy Board may resign from office by submitting a written resignation or by notifying the Director. The resignation is effective upon receipt by the Director, unless a later date is specified in the resignation. A written notice of resignation is not required. If no such written notification is provided, then the Director shall confirm a resignation in writing. The resignation shall be effective upon the date the Director sends confirmation to the resigning Academy Board member.
6. Vacancy: An Academy Board position shall be considered vacant when an Academy Board member:
 - a. Resigns
 - b. Dies
 - c. Is removed from Office
 - d. Is convicted of a felony
 - e. Ceases to be qualified
 - f. Is incapacitated

7. Filling a Vacancy: The Academy Board may nominate and the Director shall recommend or temporarily appoint persons to fill a vacancy as outlined in the “Subsequent Appointments” and “Exigent Appointments” procedures in this resolution.

8. Number of Academy Board Member Positions: The number of member positions of the Academy Board of Directors shall be five (5), seven (7), or nine (9), as determined from time to time by the Academy Board.

9. Quorum: In order to legally transact business the Academy Board shall have a quorum physically present at a duly called meeting of the Academy Board. A “quorum” shall be defined as follows:

# of Academy Board positions	# required for Quorum
Five (5)	Three (3)
Seven (7)	Four (4)
Nine (9)	Five (5)

10. Manner of Acting: The Academy Board shall be considered to have “acted,” when a duly called meeting of the Academy Board has a quorum present and the number of board members voting in favor of an action is as follows:

# of Academy Board positions	# for Quorum	# required to act
Five (5)	Three (3)	Three (3)
Seven (7)	Four (4)	Four (4)
Nine (9)	Five (5)	Five (5)

Section 3. Compensation. By resolution of the Academy Board, Directors may be paid their expenses, if any, of attendance at each meeting of the Academy Board, subject to the statutes regarding Contracts of Public Servants with Public Entities, Act No. 317 of the Public Standards of Conduct for Public Officers and Employees, Act No. 196 of the Public Acts of 1973, being Sections 15.341 to 15.348 of the Michigan Compiled Laws, and the statute concerning Incompatible Public Offices, Act No. 566 of the Public Acts of 1978, being Sections 15.181 to 15.185 of the Michigan Compiled Laws.

ARTICLE V

MEETINGS

Section 1. Regular Meetings. The Academy Board shall hold a regular meeting during the month of June each year. The meeting shall be held at such time and place as the Academy Board of Directors shall from time to time determine. The Academy Board may also provide, by resolution, the time and place, within the state of Michigan, for the holding of additional regular meetings. The Academy shall provide notice of all regular meetings as required by the Open Meetings Act.

Section 2. Special Meetings. Special meetings of the Academy Board may be called by or at the request of the President or any Academy Board Director. The person or persons authorized to call special meetings of the Academy Board may fix the place within the state of Michigan for holding any special meeting of the Academy Board called by them, and, if no other place is fixed, the place of meeting shall be the principal business office of the corporation in the state of Michigan. The corporation shall provide notice of all special meetings as required by the Open Meetings Act.

Section 3. Notice; Waiver. The Academy Board must comply with the notice provisions of the Open Meetings Act. In addition, notice of any meeting shall be given to each Director stating the time and place of the meeting, delivered personally or mailed or sent by facsimile to each Director at the Director's business address. Any Director may waive notice of any meeting by written statement, or telecopy sent by the Director, signed before or after the holding of the meeting. The attendance of a Director at a meeting constitutes a waiver of notice of such meeting, except where a Director attends a meeting for the express purpose of objecting to the transaction of any business because the meeting is not lawfully called or convened.

Section 4. Open Meetings Act. All meetings of the Academy Board, shall at all times be in compliance with the Open Meetings Act.

Section 5. Presumption of Assent. A director of the Academy Board who is present at a meeting of the Academy Board at which action on any corporate matters is taken shall be presumed to have assented to the action taken unless that Director's dissent shall be entered in the minutes of the meeting or unless that Director shall file a written dissent to such action with the person acting as the Secretary of the meeting before the adjournment thereof or shall forward such dissent by registered mail to the Secretary of the corporation immediately after the adjournment of the meeting. This right to dissent shall not apply to a Director who voted in favor of such action.

ARTICLE VI

COMMITTEES

Section 1. Committees. The Academy Board, by resolution, may designate one or more committees, each committee to consist of one or more Directors selected by the Academy Board. As provided in the resolution as initially adopted, and as thereafter supplemented or amended by further resolution, the committees shall have such powers as delegated by the Academy Board, except (i) filling of the vacancies in the officers of the Academy Board or committees created pursuant to this Section; (ii) amending the Articles of Incorporation or Bylaws; or (iii) any action the Academy Board cannot lawfully delegate under the Articles, Bylaws or Applicable Law. All committee meetings shall at all times be in compliance with the Open Meetings Act. Each committee shall fix its own rules governing the conduct of its activities and shall make such reports the Academy Board of its activities as the Academy Board may request.

ARTICLE VII

OFFICERS OF THE BOARD

Section 1. Number. The officers of the Academy shall be a President, Vice-President, Secretary, Treasurer, and such Assistant officers as may be selected by the Academy Board.

Section 2. Election and Term of Office. The Academy Board shall elect the initial officers at its first duly noticed meeting. Thereafter, the Academy Board shall elect the officers annually as terms expire at the annual meeting of the Academy Board. If the election of officers is not held at that meeting, the election shall be held as soon thereafter as may be convenient. Each officer shall hold office while qualified or until the officers resigns or is removed in the manner provided in Article IV, Section 2.

Section 3. Removal. If the Grand Valley State University Board of Trustees determines that an Academy Board member's service in office is no longer required, then the Board of Trustees may remove an Academy board member with or without cause and shall specify the date when the Academy Board member's service ends. An Academy Board member may be removed from office by a two-thirds (2/3) vote of the Academy's Board for cause.

Section 4. Vacancies. A vacancy in any office shall be filled in accordance with Article IV, Section 2.

Section 5. President. The President of the Academy shall be a member of the Academy Board. The President of the corporation shall preside at all meetings of the Academy Board. If there is not a President, or if the President is absent, then the Vice-President shall preside. If the Vice-President is absent, then a temporary chair, chosen by the members of the Academy Board attending the meeting shall preside. The president shall be an ex-officio member of all standing committees and may be designated Chairperson of those committees by the Academy Board. The President shall, in general, perform all duties incident to the office of President of the Board as may be prescribed by the Board from time to time.

Section 6. Vice-President. The Vice-President of the Academy shall be a member of the Academy Board. In the absence of the President or in the event of the President's death, inability or refusal to act, the Vice-President shall perform the duties of President, and when so acting, shall have all the powers of and be subject to all the restrictions upon the President. The Vice-President shall perform such other duties as from time to time may be assigned to the Vice-President by the President or the Academy Board.

Section 7. Secretary. The Secretary of the Academy shall be a member of the Academy Board. The Secretary shall perform, or cause to be performed, the following duties: (a) keep the minutes of the Academy Board meetings in one or more books provided that purpose; (b) see that all notices, including those notices required under the Open Meetings Act, are duly given in accordance with the provisions of these Bylaws or as required by law; (c) be custodian of the corporate records and of the seal of the corporation and see that the seal of the corporation is affixed to all authorized documents; (d) keep a register of the post office address of each Director; and (e) perform all duties incident to the office of Secretary and other duties assigned by the President or by the Academy Board.

Section 8. Treasurer. The Treasurer of the Academy shall be a member of the Academy Board. The Treasurer shall perform, or cause to be performed, the following duties: (a) keep charge and custody of and be responsible for all funds and securities of the corporation; (b) keep accurate books and records of corporate receipts and disbursements; (c) deposit all moneys and securities received by the corporation in such banks, trust companies or other depositors as shall be selected by the Board; (d) complete all required corporate filings; (e) assure that the responsibilities of the fiscal agent of the corporation are properly carried out; and (f) in general perform all of the duties incident to the office of Treasurer and such other duties as from time to time may be assigned by the President or by the Academy Board.

Section 9. Assistants and Acting Officers. The Assistants to the officers, if any, selected by the Academy Board, shall perform such duties and have such authority as shall from time to time be delegated or assigned to them by the Secretary or Treasurer or by the Academy Board. The Academy Directors shall have the power to appoint any person to perform the duties of an officer whenever for any reason it is impractical for such officer to act personally. Such acting officer so appointed shall have the powers of and be subject to all restrictions upon the officer to whose office the acting officer is so appointed except as the Academy Board may by resolution otherwise determine.

Section 10. Salaries. Officers shall not receive a salary unless the salary has been specifically approved by the Academy Board, subject to the statute concerning Incompatible Public Offices, Act No. 566 of the Public Acts of 1978, being sections 15.181 to 15.185 of the Michigan Compiled Laws. Officers of the corporation who are Directors of the corporation may not be compensated for their services. They may, however, receive traveling and other expenses.

Section 11. Filling More Than One Office. Subject to the statute concerning Incompatible Public Offices, Act No. 566 of the Public Acts of 1978, being Sections 15.181 to 15.185 of the Michigan Compiled Laws, any two offices of the corporation except those of President and Vice-President may be held by the same person, but no officer shall execute, acknowledge or verify any instrument in more than one capacity.

ARTICLE VIII

CONTRACTS, LOANS, CHECKS AND DEPOSITS; SPECIAL CORPORATE ACTS

Section 1. Contracts. The Academy Board may authorize any officer or officers, agent or agents, to enter into any contract, to execute and deliver any instrument, or to acknowledge any instrument required by law to be acknowledged in the name of and on behalf of the corporation. Such authority may be general or confined to specific instances, but the appointment of any person other than an officer to acknowledge an instrument required by law to be acknowledged should be made by instrument in writing. When the Academy Board authorizes the execution of a contract or of any other instrument in the name of and on behalf of the corporation, without specifying the executing officers, the

President or Vice-President, and the Secretary or Treasurer may execute the same and may affix the corporate seal there to. No contract into, by or on behalf of the Academy Board, shall in any way bind the University or impose any liability on the University, its trustees, officers, employees or agents.

Section 2. Loans. No loans shall be contracted on behalf of the corporation and no evidences of indebtedness shall be issued in its name unless authorized by a resolution of the Academy Board. Such authority may be general or confined to specific instances. No loan or advance to, or overdraft of funds by an officer or member of the Academy Board otherwise than in the ordinary and usual course of the business of the corporation, and on the ordinary and usual course of the business or security, shall be made or permitted. No loan entered into, by or on behalf of the Academy Board, shall in any way be considered a debt or obligation of Grand Valley State University or impose any liability on Grand Valley State University, its trustees, officers, employees, or agents.

Section 3. Checks, Drafts, etc. All checks, drafts or other orders for the payment of money, notes or other evidences of indebtedness issued in the name of the corporation, shall be signed by such officer or officers, agent or agents, of the corporation and in such manner as shall from time to time be determined by resolution of the Academy Board.

Section 4. Deposits. All funds of the corporation not otherwise employed shall be deposited within three (3) business days after the receipt of the funds by the corporation in such banks, trust companies or other depositories as the Academy Board may select, provided that such financial institution is eligible to be a depository of surplus funds under section 1221 of the Revised School Code, being Section 380.1221 of the Michigan Compiled Laws.

Section 5. Voting of Securities Owned by this Corporation. Subject always to the specific directions of the Academy Board, any shares or other securities issued by another corporation and owned or controlled by this corporation may be voted at any meeting of security holders of such other corporation by the President of this corporation or by proxy appointed by Treasurer of this corporation or by proxy appointed by the Secretary or Treasurer. Such proxy or consent in respect to any shares or other securities issued by any other corporation and owned by this corporation shall be executed in the name of this corporation by the President, the Secretary or the Treasurer of this corporation without necessity of any authorization by the Academy Board, affixation of corporate seal or countersignature or attestation by another officer. Any person or persons designated in the manner above stated as the proxy or proxies of this corporation shall have full right, power, and authority to vote the shares or other securities issued by such other corporation and owned by this corporation the same as such shares or other securities might be voted by this corporation.

Section 6. Contracts Between Corporation and Related Persons. As required by Applicable Law, any Director, officer or employee of the Academy, who enters into a contract with the Academy, that meets the definition of contract under the statute on Contracts of Public Servants with Public Entities, Act No. 317 of the Public Acts of 1968, being sections 15.321 to 15.330 of the Michigan Complied Laws, shall comply with the public disclosure requirement set forth in Section 3 of the statute.

ARTICLE IX

INDEMNIFICATION

Each person who is or was a member of the Academy Board, or a trustee, director, officer or member of a committee of the Academy and each person who serves or has served at the request of the Academy as a trustee, director, officer, partner, employee or agent of any other corporation, partnership, joint venture, trust or other enterprise, shall be indemnified by the corporation to the fullest extent permitted by the corporation laws of the State of Michigan as they may be in effect from time to time. The corporation may purchase and maintain insurance on behalf of any such person against any liability asserted against and incurred by such person in any such capacity or arising out of his status as such, whether or not the corporation would have power to indemnify such person against such liability under the preceding sentence. The corporation may, to the extent authorized from time to time by the Board, grant rights to indemnification to any employee or agent of the corporation to the fullest extent provided under the laws of the State of Michigan as they may be in effect from time to time.

ARTICLE X

FISCAL YEAR, BUDGET AND UNIFORM BUDGETING AND ACCOUNTING

Section 1. Fiscal Year, Budget and Uniform Budgeting and Accounting. The fiscal year of the corporation shall begin on the first day of July in each year. The Board of Directors, subject to the oversight responsibilities of the University Board, shall have exclusive control of the budget. The board shall prepare and publish an annual budget in accordance with the Uniform Budgeting and Accounting Act, being Act 2 of the public laws of Michigan of 1968, as amended.

ARTICLE XI

SEAL

The Academy Board may provide a corporate seal, which shall be circular in form and shall have inscribed thereon the name of the corporation, the State of Michigan and the words "Corporate Seal" and "Public School Academy."

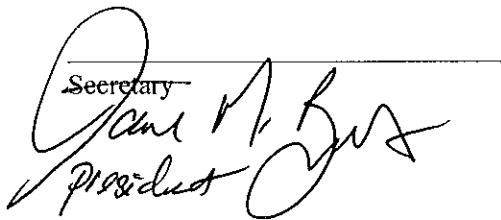
ARTICLE XII

AMENDMENTS

These Bylaws may be altered, amended or repealed and new Bylaws may be adopted by obtaining the affirmative vote of a majority of the Academy Board at any regular or special meeting of the Academy Board, if a notice setting forth the terms of the proposal has been given in accordance with the notice requirements for the special meetings. Upon arrival, the Academy Board shall forward the amendment to the University Charter Schools Office. The amendment shall be automatically incorporated into Schedule 3 of the Contract upon receipt of the amendment by the University Charter Schools Office. The Academy Board is encouraged to submit proposed Bylaw changes to the Charter Schools Office, for review and comment, prior to adoption. If at any time the University identifies a provision in the Academy Board's Bylaws that violates or conflicts with applicable law or the Contract, it shall notify the Academy Board in writing and the Academy Board shall remedy the identified provision to be in concert with applicable law and the Contract.

CERTIFICATION

The Board certifies that these Bylaws were adopted as and for the Bylaws of a Michigan corporation in an open and public meeting, by the Academy Board on the 6 day of May, 2015.



Secretary
Jane M. Bix
President

SCHEDULE 4
FISCAL AGENT AGREEMENT

FISCAL AGENT AGREEMENT

This Agreement is made as of June 21, 1996, and shall have an effective date of June 21, 1996, by and among Grand Valley State University Board of Control ("University Board"), an authorizing body as defined by the School Code of 1976 as amended, (the "Code"), the State of Michigan (the "State") and the Board of Directors of West Michigan Academy Of Arts & Academics ("Academy"), a public school academy.

Preliminary Recitals

WHEREAS, the University Board and the Academy are entering into a Contract to Charter a Public School Academy dated June 21, 1996 (the "Contract"), and

WHEREAS, pursuant to the Code and the Contract, the University Board, as authorizing body, is the fiscal agent for the Academy, and

WHEREAS, the University Board is required by law to forward any State School Aid Payments received from the State on behalf of the Academy to the Academy,

NOW, THEREFORE, in consideration of the premises set forth below, the parties agree to the following:

ARTICLE I

DEFINITIONS AND INTERPRETATIONS

Section 1.01. Definitions. Unless otherwise provided, or unless the context requires otherwise, the following terms shall have the following definitions:

"Account" means an account established by the Academy for the receipt of State School Aid Payments at a bank, savings and loan association, or credit union which is eligible to be a depository of surplus funds under Sections 5 or 6 of Act No. 105 of the Public Acts of 1855, being Sections 21.145 and 21.146 of the Michigan Compiled Laws.

"Agreement" means this Fiscal Agent Agreement executed by the University Board, the Treasurer of the State of Michigan and the Academy.

"Contract" means the contract to charter a public school academy which the University Board and the Academy are entering into August, 1996.

"Fiscal Agent" means the University Board or an officer or employee of Grand Valley State University as designated by the University Board.

"Other Funds" means any other public or private funds which the Academy receives and for which the University Board may act as fiscal agent.

"State School Aid Payment" means any payment of money the Academy receives from the school aid fund established pursuant to Article IX, Section 11 of the Michigan Constitution or under the School Aid Act of 1979, as amended.

"State" means the State of Michigan.

"State Treasurer" means the office responsible for issuing funds to public school academies for State School Aid Payments pursuant to the School Aid Act of 1979, as amended.

ARTICLE II

FISCAL AGENT DUTIES

Section 2.01. Receipt of School Aid Funds. The University Board is the Fiscal Agent for the Academy. The Fiscal Agent will receive State School Aid Payments from the State, as provided in Section 3.02.

Section 2.02. Transfer to Academy. The Fiscal Agent shall transfer all State School Aid Payments and all Other Funds received on behalf of the Academy to the Academy within three (3) business days of receipt or as otherwise required by the provisions of the State School Aid Act of 1979 or applicable state board rules. The State School Aid Payments and all Other Funds shall be transferred into the Account designated by a resolution of the Board of Directors of the Academy and by a method of transfer acceptable to the Fiscal Agent.

Section 2.03. Limitation of Duties. The Fiscal Agent has no responsibilities or duties to verify the Academy's pupil count, as defined in the State School Aid Act of 1979, as amended, or to authorize, to approve or to determine the accuracy of the State School Aid Payments received on behalf of the Academy from the State Treasurer. The Fiscal Agent's duties under this Agreement are separate from the University Board's duties outlined in the Contract executed by the University Board and the Academy and dated as of June 21, 1996.

ARTICLE III

STATE DUTIES

Section 3.01. Eligibility for State School Aid Payments. The State, through its Department of Education, has sole responsibility for determining the eligibility of the Academy to receive State School Aid Payments. The State, through its Department of Education, has sole responsibility for determining the amount of State School Aid Payments, if any, the Academy shall be entitled to receive.

Section 3.02. Method of Payment. Each State School Aid Payment for the Academy will be made to the Fiscal Agent by the State Treasurer by issuing a warrant and delivering the warrant to the Fiscal Agent or by electronic funds transfer into an account specified by the Fiscal Agent. The State shall make State School Aid Payments at the times specified in the State School Aid Act of 1979, as amended.

ARTICLE IV

ACADEMY DUTIES

Section 4.01. Compliance with State School Aid Act. In order to assure that funds are available for the education of pupils, an Academy shall comply with all applicable provisions of the State School Aid of 1979, as amended.

Section 4.02. Expenditure of Funds. An Academy may expend funds from the State School Aid Fund for any purpose permitted by the State School Aid Act of 1979 and may enter into contracts and agreements determined by the Academy as consistent with the purposes of which the funds were appropriated.

Section 4.03. Mid-Year Transfers. Funding for students transferring into or out of the Academy during the school year shall be in accordance with the State School Aid Act of 1979.

Section 4.04. Repayment of Overpayment. The Academy shall be directly responsible for reimbursing the State for any overpayments of State School Aid Payments. At its option, the State may reduce subsequent State School Aid Payments by the amount of the overpayment or may seek collection of the overpayment from the Academy.

ARTICLE V

RECORDS AND REPORTS

Section 5.01. Records. The Fiscal Agent shall keep books of record and account of all transactions relating to the receipts, disbursements, allocations and application of the State School Aid Payments and Other Funds received, deposited or transferred for the benefit of the Academy, and these books shall be available for inspection at reasonable hours and under reasonable conditions by the Academy and the State.

Section 5.02. Reports. The Fiscal Agent shall prepare and send to the Academy within thirty (30) days of June 30, 1996, and annually thereafter, a written report dated as of June 30 summarizing all receipts, deposits and transfers made on behalf or for the benefit of the Academy during the period beginning on the latter of the date hereof or the date of the last such written report and ending on the date of the report, including without limitation, State School Aid Payments received on behalf of the Academy from the State Treasurer and any Other Funds for which the University Board acted as Fiscal Agent under this Agreement.

ARTICLE VI

CONCERNING THE FISCAL AGENT

Section 6.01. Representations. The Fiscal Agent represents that it has all necessary power and authority to enter into this Agreement and undertake the obligations and responsibilities imposed upon it in this Agreement and that it will carry out all of its obligations under this Agreement.

Section 6.02. Limitation on Liability. The liability of the Fiscal Agent to transfer funds to the Academy shall be limited to the amount of State School Aid Payments as are from time to time delivered by the State and the amount of Other Funds as delivered by the source of those funds.

The Fiscal Agent shall not be liable for any omission or action taken by it in good faith in any exercise of reasonable care and believed by it to be within the discretion or power conferred upon it by this Agreement, nor shall the Fiscal Agent be responsible for the consequences of any error of judgment; and the Fiscal Agent shall not be answerable except for its own action, omission or default, nor for any loss unless the same shall have been through its gross negligence or willful default.

The Fiscal Agent shall not be liable for any deficiency in the State School Aid Payments received from the State Treasurer to which the Academy was properly entitled. The Fiscal Agent shall not be liable for any State School Aid overpayments made by the State Treasurer to the Academy for which the State subsequently seeks reimbursement.

ARTICLE VII

MISCELLANEOUS

Section 7.01. Notice. Any notice, authorization, request, or demand required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been duly given when mailed by regular first class mail and addressed as follows:

To the Academy: Ms. Diane (Rowan) VerDuin
1138 Ottawa Street
Grand Haven, Michigan 49417

To the Fiscal Agent: J. Patrick Sandro
Grand Valley State University Board of Control
Special Assistant to the President
119 Au Sable Hall
Allendale, Michigan 49401

To the State: State Treasurer
Treasury Building
430 W. Allegan
Lansing, Michigan 48922

A United States Post Office registered or certified mail receipt or overnight courier receipt showing delivery of such documents shall be conclusive evidence of the date and the fact of delivery. Any party to this Agreement may change the address to which notices are to be delivered by giving to the other parties not less than ten (10) days prior notice of the change.

Section 7.02. Termination of Responsibilities. Upon the taking of all the actions as described in this Agreement by the Fiscal Agent or upon the expiration, termination, suspension or revocation of the Academy's Contract with the University Board, the Fiscal Agent shall have no further obligations or responsibilities under this Agreement to the Academy or any other person or persons in connection with this Agreement and this Agreement shall be discharged.

Section 7.03. Binding Agreement. This Agreement shall be binding upon the Fiscal Agent, the State, and the Academy and their respective successors and legal representatives and shall inure solely to the benefit of the Academy, the Fiscal Agent and the State and their respective successors and legal representatives.

Section 7.04. Severability. In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, the invalidity, illegality or unenforceability shall not affect any other provisions of this Agreement, but this Agreement shall be construed as if such invalid or illegal or unenforceable provisions had never been contained in this Agreement.

Section 7.05. Michigan Law Governs. This Agreement shall be governed exclusively by the provisions of this Agreement and by the applicable laws of the State of Michigan.

Section 7.06. Amendment. This Agreement is made for the benefit of the Fiscal Agent, the Academy and the State and it may be altered or amended in writing only if the University and the Academy have followed the procedures set forth in Section 8.1 of Article VIII of the Contract and only upon approval of the Academy, the University Board and the State. However, if the Code is amended after the effective date of this Agreement in a manner which alters the responsibilities or duties of the Fiscal Agent under the Code, the responsibilities and duties of the Fiscal Agent shall be so altered automatically as of the effective date of such amendment to the Code.

Section 7.07. Term of Agreement. The term of this Agreement shall coincide with the term of the Contract.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their respective and duly authorized officers as of the day and year indicated herein.

ACADEMY:

WEST MICHIGAN ACADEMY OF
ARTS & ACADEMICS

By: Diane (Rowan) Ver Duin
Diane (Rowan)Ver Duin

Title: Director

Date: 6/21/96

AUTHORIZING BODY:

GRAND VALLEY STATE UNIVERSITY
BOARD OF CONTROL

By: Judith S. Hooker
Judith S. Hooker

Title: Chair

Date: 6/24/96

STATE OF MICHIGAN:

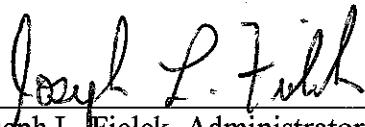
By: See Attached

Title: _____
Date: _____

Acknowledgment of Receipt

The undersigned, on behalf of the State of Michigan, Department of Treasury, acknowledges receipt of the foregoing Fiscal Agent Agreement between West Michigan Academy of Arts & Academics and Grand Valley State University Board of Control.

BY:


Joseph L. Fielek, Administrator
Cash and Debt Management Division
Bureau of Finance and Fiscal Policy
Michigan Department of Treasury

Date: June 16, 1998

cc: Madhu R. Anderson
Chief Deputy State Treasurer

SCHEDULE 5
MASTER CALENDAR OF REPORTING REQUIREMENTS

Public School Academy / School of Excellence
Master Calendar of Reporting Requirements
July 1, 2015 – June 30, 2016

DUE DATE	REPORT DESCRIPTION	SUBMIT TO:
July 1	Board Adopted 2015-2016 School Calendar/School Day Schedule.	CSO
July 1	Board Adopted Annual Operating Budget for the General Fund and School Service Fund for 2015-2016.	CSO
July 1	Copy of Notice of Public Hearing for Annual Operating Budget for 2015-2016.	CSO
July 1	Copy of Parent Satisfaction Survey and Results from 2014-2015, if applicable.	CSO
July 24	DS-4168 Report of Days and Clock Hours of Pupil Instruction for 2014-2015 academic year, if applicable (See MDE website, www.michigan.gov/mde , for MDE due date and form).	CSO
August 3	Annual Organizational Meeting Minutes for 2015-2016.	CSO
August 3	Board Resolution appointing Chief Administrative Officer for 2015-2016.	CSO
August 3	Board Resolution appointing Freedom of Information Act Coordinator for 2015-2016.	CSO
August 3	Board Designated Legal Counsel for 2015-2016.	CSO
August 3	Board adopted Annual Calendar of Regularly Scheduled Meetings for 2015-2016.	CSO
August 20	Annual Education Report 2014-2015 academic year to be submitted and presented at a public meeting.	CSO
August 28	4 th Quarter Financial Statements – quarter ending 06/30.	CSO
September 4	Organizational Chart for 2015-2016.	CSO
September 4	Board approved Student Handbook 2015-2016.	CSO
September 4	Board approved Employee Handbook 2015-2016.	CSO
September 4	Copy of School Improvement Plan covering 2015-2016 academic year.	CSO
October 1	Completed PSA Insurance Questionnaires. Required forms available at www.gvsu.edu/cso	CSO
October 1	Annual Nonprofit Corporation Information Update for 2015.	CSO
October 8	Unaudited Count Day Submission.	CSO
October 12	Audited Financial Statements for fiscal year ending June 30, 2015. (See MDE Website, www.michigan.gov/mde , for MDE due date).	CSO
October 12	Management Letter (comments and recommendations from independent financial auditor) for fiscal year ending June 30, 2015, if issued. If a management letter is not issued, a letter from the Academy stating a management letter was not issued is required to be submitted.	CSO
October 12	Annual A-133 Single Audit for year ending June 30, 2015 is required if over \$500K in federal funds have been expended. If a single audit is not necessary, a letter from the Academy stating as such is required to be submitted.	CSO

DUE DATE	REPORT DESCRIPTION	SUBMIT TO:
October 12	DS-4898 PSA Preliminary Pupil Membership Count for September 2015 Enrollment and Attendance for 1 st & 2 nd Year PSAs and Academies who added grade levels. (See MDE website, www.michigan.gov/mde for MDE due date).	CSO
October 30	1 st Quarter Financial Statements – quarter ending 09/30.	CSO
December 1	Academy's Technology Plan covering 2015-2016 or annual updates thereto.	CSO
January 6	Modifications to ISD's Plan for the Delivery of Special Education Services covering 2015-2016 signed by a representative of the Academy.	CSO
January 29	2 nd Quarter Financial Statements – quarter ending 12/31.	CSO
January 29	Michigan Highly Qualified Teacher Verification Report. Required Form Available at www.gvsu.edu/cso .	CSO
February 18	Winter Count Day Submission.	CSO
March (TBD)	Anti-Bullying Policy, in accordance with Matt's Safe School Law (new schools).	CSO
April 25	3 rd Quarter Financial Statements – quarter ending 03/31.	CSO
May 13	Notice of Open Enrollment & Lottery Process or Open Enrollment & Lottery Process Board Policy for 2016-2017.	CSO
June 2	Certificate of Boiler Inspection covering years 2016-2017.	CSO
June 27	Board Approved Amended Budget for 2015-2016 fiscal year (or statement that budget has been reviewed and no amendment was needed).	CSO
June 27	2015-2016 Log of emergency drills, including date, time and results. Sample form available at www.gvsu.edu/cso .	CSO
June 27	Board adopted Letter of Engagement for year ending June 30, 2016 independent financial audit.	CSO
June 27	Food service license expiring 04/30/2017.	CSO

Ongoing Reporting Requirements

July 1, 2015 – June 30, 2016

The following documents do not have a set calendar date; however, they require submission within a certain number of days from board action or other occurrence.

DUE DATE	REPORT DESCRIPTION	SUBMIT TO:
Date notice is posted	Academy Board Meeting Record of Postings – cancellations, changes, special meetings, emergency etc. Must include time and date of actual posting.	CSO
14 business days after Board meeting	Draft Academy Board Meeting Minutes and Resolutions of regular, special & emergency board meetings.	CSO
14 business days after Board approval	Approved Academy Board Meeting Minutes and Resolutions of regular, special & emergency board meetings.	CSO
30 business days after board approval	Board Adopted Annual Operating Budget for 2011-2012 including Salary/Compensation Transparency Reporting to be available on school website per the State School Aid Act as amended	No submission needed.
14 business days after Board approval	Oath of Office and written acceptance for each Board Member.	CSO
10 business days after Board approval	Board adopted <i>Amended</i> Budget and General Appropriations Resolution.	CSO
10 days of receipt	Correspondence received from the Michigan Department /State Board of Education requiring a formal response.	CSO
10 days of receipt	Correspondence received from the Health Department requiring a formal response.	CSO
10 days of receipt	Written notice of litigation or formal proceedings involving the Academy.	CSO
30 days prior to board execution	Board proposed draft Educational Management Company Agreements or Amendments thereto.	CSO
5 business days of receipt	Request and Responses to Freedom of Information Requests.	CSO

Original/Subsequent Board Policy Reporting Requirements

July 1, 2015 – June 30, 2016

The following documents do not have a set calendar date; however, they require an original submission and subsequent submission if Board action is taken making amendments/changes.

REPORT DESCRIPTION	SUBMIT TO:
Articles of Incorporation. Must have GVSU Board approval before modifying.	CSO
Board of Director Bylaws.	CSO
Educational Service Provider Agreements/Amendments	CSO
Academy's Educational Goals.	CSO
Office of Fire Safety (OFS-40) – original occupancy permit and permits for renovations/additions, etc.	CSO
Lease, Deed of Premises or Rental Agreement and subsequent amendments (includes modular units).	CSO
Curriculum including any additions/deletions.	CSO
Asbestos Hazardous Emergency Response Act (AHERA) Management Plan. Visit www.michigan.gov/asbestos for Michigan's model management plan. A copy of the "acceptance" letter sent by MIOSHA is also required.	CSO
Communicable Disease Curriculum (including minutes of board approval).	CSO
Job Descriptions for all employee groups	CSO

REQUIRED BOARD POLICIES

Board adopted Purchasing Policy (date of approval). Reference: MCL 380.1267, MCL 380.1274	CSO
Use of Medications Policy (date of approval). Reference: MCL 380.1178, 380.1178a, 380.1179	CSO
Harassment of Staff or Applicant Policy (date of approval). Harassment of Students Policy (date of approval) Reference: MCL 380.1300a	CSO
Search and Seizure Policy (date of approval). Reference: MCL 380.1306	CSO
Emergency Removal, Suspension and Expulsion of Students Policy (date of approval). Reference: MCL 380.1309; MCL 380.1312(8)&(9); MCL 37.1402	CSO
Parent/Guardian Review of Instructional Materials & Observation of Instructional Activity Policy Reference: MCL 380.1137	CSO
Board Member Reimbursement of Expenses Policy (date of approval). Reference: MCL 380.1254; MCL 388.1764b	CSO
Equal Access for Non-School Sponsored Student Clubs and Activities Policy (date of approval). Reference: MCL 380.1299	CSO
Electronic or Wireless Communication Devices Policy (date of approval).	CSO
Preparedness for Toxic Hazard and Asbestos Hazard Policy (date of approval). Reference: MCL 324.8316, 380.1256	CSO

Nondiscrimination and Access to Equal Educational Opportunity Policy (date of approval) Including, but not limited to, Michigan Constitution, Article I, §26, Elliott-Larsen Civil Rights Act, Title VI of the Civil Rights Act of 1964, Title IX of the Education Amendments of 1972, Section 504 of the Rehabilitation Act of 1973, and the Age Discrimination Act of 1975.	CSO
Academy Deposit Policy (date of approval). PA 105 of 1855, being MCL 21.146, Section 11.10 of the Charter Contract	CSO
Parental Involvement Policy (date of approval). Reference: MCL 380.1294	CSO
Wellness Policy (date of approval). Reference: 42 USC §§ 1751, 1758, 1766; 42 USC § 1773	CSO
Corporal Punishment Policy (date of approval). Reference: MCL 380.1312(8)&(9);	CSO
Anti-Bullying Policy (Matt's Safe School Law) (date of approval). Reference: MCL 380.1310b	CSO
Cardiac Emergency Response Plan (date of approval). Reference: MCL 29.19	CSO

Calendar of Additional Reporting Requirements and Critical Dates
July 1, 2015 – June 30, 2016

The following reports Academies must submit to the local ISD, MDE, CEPI and other organizations throughout the year.

DUE DATE	REPORT DESCRIPTION	SUBMIT TO:
TBD	Student Count Day for State Aid F.T.E.	No submission required.
September	SE-4096 Special Education Actual Cost Report (Contact ISD for due date).	ISD
October	Eye Protection Certificate (#4527 Certification of Eye Protective Devices Electronic Grant System [MEGS] if applicable).	CEPI
October	Certification of Constitutionally Protected Prayer.	MDE
October	SE-4094 Transportation Expenditure Report (Contact ISD for due date).	ISD
October 1 – October 31 (as scheduled)	Teacher Certification/Criminal Background Check/Unprofessional Conduct. This is an onsite review scheduled and conducted by Quality Performance Resource Group. No submission required.	No submission needed.
Oct/Nov	Deadline for MEIS/Single Record Student Database (“SRSD”) electronic file (Contact the local ISD for due date.)	CEPI
November	Deadline for Immunization Records Report – IP100. (Contact Health Dept. for due date).	Local Health Dept.
November 14	Deadline for electronic submission to the Financial Information Database (FID, formerly known as the Form B). State aid will be withheld if the submission is not successful.	CEPI
Nov/Dec	Special Education Count on MI-CIS. Special education data must be current and updated in the Michigan Compliance and Information System (MI-CIS). This information is used to determine funding for next year (Contact local ISD for due date).	ISD
December 1 - December 31 (as scheduled)	Teacher Certification/Criminal Background Check/Unprofessional Conduct. This is an onsite review scheduled and conducted by Quality Performance Resource Group. No submission required.	No submission required.
Nov/Dec	Registry of Educational Personnel (REP) Submission.	CEPI
December 30	Municipal Finance Qualifying Statement, if applicable (online submission).	MI Dept of Treasury
Feb 1	Deadline for Immunization Record Report – IP100 (Contact Health Dept. for due date). A financial penalty of 5% of a school’s state aid allocation can be assessed if the immunization rate is not at 90% or above.	Local Health Dept.
TBD	Supplemental Student Count for State Aid F.T.E.	No submission required.
March	FS-4731-C – Count of Membership Pupils eligible for free/reduced breakfast, lunch or milk (official date TBD).	MDE
March	MEIS/Single Record Student Database (“SRSD”) electronic file	ISD, CEPI

DUE DATE	REPORT DESCRIPTION	SUBMIT TO:
	(Contact local ISD for due date.)	
May 1 – May 31 (as scheduled)	Teacher Certification/ Criminal Background Check/Unprofessional Conduct. This is an onsite review scheduled and conducted by Quality Performance Resource Group. No submission required.	No submission required.
June	MEIS/ Single Record Student Database (“SRSD”) electronic file (Contact local ISD for due date).	ISD, CEPI
June	Registry of Educational Personnel (REP).	CEPI
June	School Infrastructure Database (SID).	CEPI

SCHEDULE 6

**INFORMATION TO BE PROVIDED BY ACADEMY AND EDUCATIONAL
MANAGEMENT COMPANY**

SCHEDULE 6

INFORMATION TO BE PROVIDED BY ACADEMY AND EDUCATIONAL MANAGEMENT COMPANY

A. The following described categories of information are specifically included within those to be made available to the public and the University Charter Schools Office by the Academy in accordance with Section 11.17(a). Information to be Provided by the Academy, of the Terms and Conditions:

1. Copy of the Contract
2. Copies of the executed Constitutional Oath of public office form for each serving Director
3. List of currently serving Directors with name, address, and term of office
4. Copy of the Academy Board 's meeting calendar
5. Copy of public notice for all Academy Board meetings
6. Copy of Academy Board meeting agendas
7. Copy of Academy Board meeting minutes
8. Copy of Academy Board approved budget and amendments to the budget
9. List of bills paid for amounts of \$10,000.00 or more as submitted to the Academy Board
10. Copy of the quarterly financial reports submitted to the University Charter Schools Office
11. Copy of curriculum and other educational materials given to the University Charter Schools Office
12. Copy of School improvement plan (if required)
13. Copies of facility leases, mortgages, modular leases and/or deeds
14. Copies of equipment leases
15. Proof of ownership for Academy owned vehicles and portable buildings
16. Copy of Academy Board approved management contract with Educational Service Provider
17. Copy of Academy Board approved services contract(s)
18. Office of Fire Safety certificate of occupancy for all Academy facilities
19. MDE letter of continuous use (if required)
20. Local County Health Department food service permit (if required)

21. Asbestos inspection report and asbestos management plan (if required)
22. Boiler inspection certificate and lead based paint survey (if required)
23. Phase 1 environmental report (if required)
24. List of current Academy teachers and school administrators with their individual salaries as submitted to the Registry of Educational Personnel
25. Copies of administrator and teacher certificates or permits for all current administrative and teaching staff
26. Evidence of fingerprinting, criminal back-ground and record checks and unprofessional conduct check required by the Code for all Academy teachers and administrators
27. Academy Board approved policies
28. Copy of the annual financial audit and any management letters issued to the Academy Board as part of the audit
29. Proof of insurance as required by the Contract
30. Any other information specifically required under Public Act 277 of 2011

B. The following information is specifically included within the types of information available to the Academy by the Educational Management Organization (if any) in accordance with Section 11.17(b). Information to be provided by Educational Management Company, of the Terms and Conditions:

1. Any information needed by the Academy in order to comply with its obligations to disclose the information listed under (a) above.

CLIENT SERVICES AGREEMENT

This AGREEMENT is made this signed this 19 day of December 2013 and is effective July 1, 2013 by and between West Michigan Academy of Arts & Academics, (hereinafter "WMAAA") whose address is 17350 Hazel, Spring Lake, MI 49456, and HR Educational Services, LLC, a Michigan limited liability company located at 801 Broadway NW, Suite 200, Grand Rapids, MI 49504 (hereinafter "HRES"). *Kelli Murphy 2014*

RECITALS.

A. WMAAA is a public school academy organized to provide public school instruction as a charter school located at 17350 Hazel, Spring Lake, MI 49456, pursuant to a contract ("Contract") issued by the Grand Valley State University Board of Trustees ("GVSU"). The contract is authorized to carry out the educational program set forth in the Contract. WMAAA is authorized by law to contract with a private entity to provide employee administration and management services.

B. WMAAA operates a public school academy under the direction of the WMAAA Board of Directors ("Board").

C. HRES is a Michigan Corporation with its offices at 801 Broadway NW, Suite 200, Grand Rapids, MI 49504.

D. HRES offers to Michigan public school academies employee administration and management services including, but not limited to, staff employment, payroll, benefit administration, business management and other similar services.

E. WMAAA desires to engage HRES to perform certain services upon the terms and conditions set forth in this Agreement and pursuant to its authority, WMAAA hereby contracts with HRES, to the extent permitted by law, specified functions relating to the administration and management services.

F. WMAAA designates the employees of HRES assigned to WMAAA as the agents of the Academy having a legitimate educational interest such that they are entitled access to educational records under 20 U.S.C Section 1232g, The Family Educational Rights and Privacy Act ("FERPA").

THEREFORE, the parties agree as follows:

1. Services Provided by HRES. HRES shall provide contract personnel services as outlined in this Agreement. It is understood by the parties that the response to the RFP by Axios, Inc. dated August 25, 2010 are considered the same responses by HRES as though HRES submitted the response to the RFP.

a) Selection of Employees. HRES shall employ and assign to WMAAA all such qualified and certified classroom teachers, instructors, and support staff as may be necessary to accomplish the educational mission of WMAAA consistent with the Board approved budget. HRES shall comply with all Federal and State statutes and administrative requirements including, but not limited to, the Immigration Reform and Control Act.

b) Selection of Employees. All work force positions of WMAAA shall be covered under this Agreement ("Covered Employees") unless WMAAA decides to employ the Academy Director.

c) Employee Agreements and Compensation. Compensation for all Covered Employees including, but not limited to, health care and retirement benefits shall be established by WMAAA, through its budget, and implemented by HRES subject to negotiations with the MEA for those Covered Employees who are represented by the MEA. The terms and conditions of such employment shall be set forth in an employment agreement between HRES and each employee or by collective bargaining agreement or other written document as determined by HRES with input from WMAAA. Information regarding all costs, including the employment costs, annual salary and benefit costs by individual assigned to WMAAA by HRES, will be provided to the Board by HRES upon request.

d) Health Care Insurance. HRES shall provide all qualified employees assigned to WMAAA who are not covered by a spouse's plan, comprehensive medical care insurance. In addition, HRES shall be responsible for COBRA compliance and continuation of health benefit plans to terminated employees and qualified dependents, subject to the continuation of this Agreement. If this Agreement terminates, all responsibilities with regard to continuation of health insurance cease consistent with

Federal and State statutes and subject to negotiations with the MEA for those Covered Employees who are represented by the MEA.

e) Retirement Plan. HRES shall make available to WMAAA a retirement plan pursuant to IRC Section 401(k) for all qualified employees, provided that the current plan sponsored by WMAAA satisfies all applicable non-discrimination testing and other qualification requirements for the three most recent plan years, that WMAAA makes or sees that changes are made to the current plan, and/or appropriate corrective action is taken to bring the plan into lawful compliance prior to merging it into the HRES plan, and subject to negotiations with the MEA for those Covered Employees who are represented by the MEA.

f) Payroll Taxes. HRES shall report and pay all applicable federal, state and local employee and employer payroll taxes from HRES's own accounts. HRES will act as the W-2 employer for record keeping purposes.

g) Payroll Records. HRES shall maintain and verify all required payroll and benefit records.

h) Policies and Procedures. All payroll, benefit and personnel policies and procedures shall be established by HRES with input by WMAAA and subject to negotiations with the MEA for those Covered Employees who are represented by the MEA.

i) Worker's Compensation Insurance. HRES shall maintain Worker's Compensation insurance during the term of this Agreement on all employees assigned to work for WMAAA under this Agreement. Upon written request, HRES shall provide a Certificate of Insurance verifying coverage of Worker's Compensation insurance.

j) At-Will Employment Relationship. HRES retains the right to not hire any candidate for employment or terminate with or without cause any employee with written notice to the WMAAA Board President and subject to negotiations with the MEA for those Covered Employees who are represented by the MEA.

k) Implementation and Supervision of Policies and Procedures. During the term of this Agreement, HRES shall have the right and authority to implement and supervise personnel policies and procedures relating to the Covered Employees. HRES shall make good faith reasonable efforts to act in the best interest of WMAAA with regard to its policy and procedure in exercising control over Covered

Employees. WMAAA agrees to cooperate and assist HRES in the implementation and supervision of all such policies and procedures.

l) Hiring, Evaluating, Supervising, Disciplining and Firing. HRES shall have the ultimate authority and control over hiring, evaluating, supervising, disciplining and firing of Covered Employees consistent with the WMAAA approved budget. WMAAA may recommend termination of the assignment of a Covered Employee to WMAAA, it being understood that HRES retains full control over all personnel decisions involving Covered Employees, and ultimate authority to resolve and decide employee grievances and disputes. HRES shall consult with its chief Administrator assigned to WMAAA concerning any hiring, evaluating, supervising, disciplining, and firing before formal action is taken. WMAAA Board will have input on the selection and evaluation of the Chief Administrator.

m) On-site Supervision. HRES shall be responsible for on-site employee supervision directly and through its Chief Administrator assigned to WMAAA. The Chief Administrator will serve as the liaison to the WMAAA Board on employment matters on behalf of HRES. The Chief Administrator will administer the overall operation of WMAAA and report to the Board on all other operational matters and keep the Board informed of employment related matters. The Chief Administrator shall be the on-site consultant for HRES and shall assist HRES with its administrative and personnel responsibilities on WMAAA premises. As to all administrative and personnel matters, the Chief Administrator shall coordinate with and report to designated HRES managers and officers at HRES's home office. HRES, after consulting with the Chief Administrator, shall determine the procedures to be employed by Covered Employees in the day-to-day performance of their job responsibilities. HRES shall make good faith reasonable efforts to act in the best interests of WMAAA with regard to WMAAA policy and procedure in exercising control over the Covered employees. HRES shall make certain that all appropriate guidelines concerning HRES's oversight of Covered Employees is followed by said Chief Administrator and that its Chief Administrator shall comply with all HRES directives dealing with its responsibilities herein above set forth.

n) Collective Bargaining Agreement. It is understood by and between the parties that should a collective bargaining agreement be reached, between HRES and the MEA representing bargaining unit employees assigned to WMAAA, that contains

provisions contrary to this Agreement, the collective bargaining agreement provisions shall prevail to the extent they are in conflict with this Agreement. It is also agreed by and between the parties that any final tentative agreement with the MEA will be subject to approval of a budget amendment to the Academy budget by its Board of Directors to fund any costs resulting from the tentative agreement.

2. HRES Requirements.

a) Compliance with Applicable Criteria. HRES assumes sole responsibility for assuring that all services set forth in Paragraph 1 provided by HRES are provided in compliance with and conform to (i) all applicable federal, state and local government laws, rules and regulations, including, but not limited to all civil rights laws, Bullard-Plawecki Employee Right to Know Act, Whistleblower's Protection Act, Fair Labor Standards Act, and Fair Credit Reporting Act; (ii) all pertinent policies of those accrediting agencies from which WMAAA has secured or is seeking accreditation, including but not limited to GVSU and the Michigan Department of Education; and (iii) all other applicable written policies of WMAAA as communicated to HRES through the Chief Administrator, the Board President or Board minutes. HRES shall promptly provide to WMAAA, within twenty four hours of receipt, all notices, reports or correspondence from individuals or governmental agencies that assert claims, deficiencies or charges against WMAAA or HRES that otherwise threaten the suspension, revocation, or any other action adverse to any approval, authorization, certificate, determination, finances, license or permit required or necessary to own or operate WMAAA.

b) Employment Laws. HRES shall comply with all applicable federal, state and local employment laws. HRES shall comply with the Fair Labor Standards Act and control all overtime.

c) Records. HRES shall maintain actual time records and verify the accuracy of all wage hour information provided to HRES at the end of each pay period. HRES shall verify the accuracy of all wage and salary reports which shall be supplied to WMAAA by HRES at the end of each pay period. WMAAA shall not pay any wages, salaries or other compensation, including employee benefits, to Covered Employees subject to Section 1b above.

d. Compliance with Section 503c. On an annual basis, the ESP agrees to provide the Academy board with the same information that a school district is required to disclose under section 18(2) of the State School Aid Act of 1979, MCL 388.1618, for the most recent school fiscal year for which the information is available. With thirty (30) days of receipt of this information, the Academy Board shall make the information available on the Academy's website home page, in a form and manner prescribed by the Michigan Department of Education. The defined terms in section 503c of the Code, MCL 380.503c, shall have the same meaning in this Agreement.

3. WMAAA Requirements. WMAAA shall provide the following:

a) Personnel Requirements. Advise HRES, through the Chief Administrator, of the teachers, instructors, and administrators required by WMAAA, consistent with its approved budget, to perform its mission.

b) Insurance. Maintain casualty and premises liability insurance on all school buildings and premises and to maintain professional liability insurance pertaining to the staff that could result in a claim against WMAAA and name HRES as an additional insured. HRES shall have input into the professional liability coverage.

c) Financial Reports. Prepare annual budgets and periodic financial reports as required by GVSU, the School Code, and/or statute or as desired by the Board.

d) Employee Benefits. WMAAA shall provide to HRES a written statement with regard to all policies concerning employee benefits, if any. These policies shall comply with all federal, state and local governmental laws and regulations.

e) Safety Requirements. WMAAA and HRES shall comply with all safety, health and work laws, regulations and rules at its own expense. WMAAA and HRES shall also comply with all safe work practices and use of protective equipment required by federal, state or local law. All accidents involving employees shall be reported immediately to HRES by the Chief Administrator. WMAAA shall cooperate with HRES's Worker's Compensation carrier and liability insurance carrier who shall have the right to inspect WMAAA's property.

f) Confidential Information. WMAAA shall be solely responsible for instituting and maintaining safeguards and procedures for personnel handling

confidential information, money or other valuables. HRES may require bonding of such individuals. WMAAA shall give HRES written notice of such individuals. It shall be the sole responsibility of WMAAA to protect such valuables.

g) Discipline, Layoff, or Termination of Employees. WMAAA agrees to comply with all HRES personnel directives, both general and specific, regarding the discipline, layoff, or termination of Covered Employees. WMAAA further agrees to immediately notify HRES of any material change in the current business operations of WMAAA.

h) Personnel Issues. In the event WMAAA becomes dissatisfied with the performance of any individual HRES employee assigned to WMAAA, HRES shall be notified, in writing, setting forth the nature of the dissatisfaction, the proposed remedial action, and any specific action requested.

i) Applicant/Employee Background Checks. HRES, or its designated subcontractor shall be responsible for performing all pre-employment, and any employment related background, license and eligibility review and other screening and investigation required by federal, state or local law, including the Michigan Revised School Code (the "Code"), of all Covered Employees. The results of the screening and investigation will be reported to HRES which will notify the Board President or his/her designee should there be any action proposed or necessitated by the Board according to applicable statute or if there is a conviction that could result in an issue, including a public relations issue, within the WMAAA community should the information become public. All costs or fees incurred by HRES in connection with the screening and investigation shall be billed to and paid by WMAAA. The results of the screening and investigation of pre-employment records must be made available for review by the GVSU Charter Schools Office. It is understood that HRES may choose to assign the applicant and employee background checks to an employee(s) of HRES assigned and located at WMAAA.

j) Non-Solicitation. The parties agrees that during the term or any renewal term of this Agreement and for a period of two (2) years after the termination of this contract, neither party shall directly or indirectly, in any manner or capacity whatsoever, solicit, induce, entice or permit any officer, employee, consultant or Agent of the other party or its affiliates, whose primary work location, for HRES, LLC is at the Grand

Rapids, Michigan office of HRES, LLC or Axios, and for WMAAA is 17350 Hazel Street, Spring Lake, MI 49456, to accept employment or perform any services as an employee, independent contractor, consultant, or otherwise, for the other party without the written consent of that other party. Any party to this Agreement found in violation of this provision shall be subject to pay the other party a penalty equal to two (2) times the total annual compensation, consulting fee or any form of consideration paid to employee, independent contractor or consultant if this clause is breached.

4. Term of Agreement. This Agreement shall commence on July 1, 2013 and continue for a period of thirty-six months, through June 30, 2016 consistent with the terms of this Agreement. Either party may cancel this Agreement with or without cause at any time with 90 days prior written notice. If the WMAAA and/or HRES becomes obligated for MPSERS or an unexpected fee or tax is instituted, (e.g. State service tax fee) either party may immediately invoke the 90 day termination notice provision at any time during the contract. Termination of this Agreement shall not affect the continuation of the obligations of either party incurred during the term of the Agreement. The parties acknowledge that as part of any contract reauthorization with GVSU, GVSU may require WMAAA and HRES to submit an entirely new Agreement for review by GVSU.

5. Fees. WMAAA shall pay HRES the following fees for the services rendered under this Agreement:

a) Service Fee. A Service Fee shall be charged to WMAAA equal to the total gross pay of all Covered HRES employees assigned to WMAAA multiplied times .0370 (the Service Fee rate). The Service Fee is calculated without regard to individual limitations on wages for purposes of determining the amount of unemployment taxes. The Service Fee shall be billed once per pay period and due upon receipt with said billing including an itemized, detailed breakdown of all costs, fees and expense (i.e. salary and payroll; FUTA; SUTA; Workers Compensation; FICA, a breakdown of fringe benefits, by benefit; etc. The Service Fee shall be adjusted upon the effective date of any increase or decrease in employee wage rates.

b) Payroll Costs. Payroll costs will be charged, in addition to the service fee, equal to Gross Payroll and associated payroll costs including FICA, FUTA, SUTA, Workers Compensation and any additional taxes passed by the State and/or Federal government during the term of this Agreement.

All benefits provided per 1.) d. and e. will be billed to WMAAA on a pay period basis. HRES will provide written notice within 5 business days of receiving notice of an increase to any of the costs other than the service fee costs and include said increase as of the effective date of the increase however, this provision shall not apply to a change in payroll costs which may vary because of a change in hours worked by employees. WMAAA, at its election, may respond to the written notice of cost increase by issuing notice to cancel effective 90 days after the date of cost increase.

6. Additional Costs, Fees and Expenses. WMAAA shall pay all additional costs or expenses incurred by HRES that are incidental to the performance of this Agreement and that have prior approval of the Board President or his/her designee. These additional costs, fees or expenses may include, but are not limited to, employee replacement costs, applicant/employee background checks, hiring temporary personnel, substitute teachers, fidelity bonding, and WMAAA approved training programs.

In addition, WMAA shall reimburse HRES for all approved costs, fees and expenses associated with dealing with the MEA including collective bargaining, contract administration, and grievance administration through the final step of the grievance process and legal issues associated with the collective bargaining process, including administrative hearings and litigation. It is agreed that WMAAA shall have the right to designate who will be contracted by HRES to handle the negotiations, contract administration and any administrative hearings or litigation associated with collective bargaining, including contract administration with the MEA that affects WMAAA. HRES's total billings to WMAAA, however, for the Fees described in Paragraph 5 and the Costs described in this Paragraph shall not exceed the total budget amount approved by the WMAAA Board, provided that HRES is only obligated to provide

services equal to that amount. Additional costs shall be billed once per month and are due upon receipt.

7. Payment of Costs, Fees and Expenses. WMAAA shall execute a Wire Transfer to HRES at least 48 hours prior to each payroll date, from the designated WMAAA account in an amount equal to the Services Fees, Payroll costs described in Paragraph 5 and Costs, Fees and Expenses described in Paragraph 6 of this Agreement, upon receipt of a detailed billing. If there is any disputed amount to an invoice, the non-disputed amount shall be ratified. If there is a disputed amount, whether ratified by the WMAAA Board or not, the parties shall meet within fourteen (14) days to discuss and attempt to resolve the disputed amount prior to submitting the matter to arbitration as addressed in Paragraph 11. Any errors in payment of costs, fees and expenses will be promptly corrected with the parties acting in good faith and with reasonable efforts.

8. Insurance: The Academy's insurance policies will be in compliance with the M.U.S.I.C. requirements and in accordance with the limits required by GVSU. The Academy will be the first named insured and GVSU and HRES will also be named as an additional insured.

a) Vehicle Insurance. WMAAA shall provide liability insurance for any employee of HRES driving any vehicle during the time of day or work year he/she is assigned to WMAAA by HRES. The policy shall insure against bodily injury and property damage with a minimum combined single limit (CSL) of \$1,000,000. WMAAA shall also provide personal injury protection coverage of \$1,000,000. WMAAA shall name HRES as an additional insured on these policies with thirty (30) days HRES notice of cancellation or material change in such policies.

b) General Liability Insurance. WMAAA shall maintain a comprehensive general liability insurance policy in the amount of \$1,000,000 (CSL) insuring WMAAA against bodily injury and property damage liability caused by WMAAA's premises operations or activities conducted off premises related to operation of WMAAA. The policy shall include blanket contractual liability and personal injury coverage. WMAAA shall name HRES as an additional insured on this policy with thirty (30) days HRES written notice of cancellation or material change.

c) Professional Liability Insurance. WMAAA shall provide professional liability insurance, including sexual abuse coverage, in the amount of \$1,000,000 naming HRES as an additional insured. WMAAA shall maintain a Worker's Compensation policy with an "if only" provision.

d) HRES M.U.S.I.C. Insurance Coverage. HRES shall maintain a comprehensive general liability, errors & omissions, directors & officers, school leaders errors & omissions, auto liability and employment practices liability insurance policy, each of which will be not less than \$1,000,000.00 as well as any such insurance policy in the amount as required by the Charter Contract and the Michigan Universities Self Insurance Corporation. The policy shall include blanket contractual liability, crime, and personal injury coverage. HRES shall name WMAAA and GVSU as an additional insured on this policy within thirty (30) days HRES written notice of cancellation or material change.

9. Termination of Agreement.

a) This Agreement shall terminate and HRES shall be relieved of all responsibility under this Agreement as of the ending date of the last payroll period immediately preceding any of the following events:

- i) WMAAA files for bankruptcy or becomes insolvent;
- ii) The facility where employees are engaged in work for WMAAA is closed;
- iii) WMAAA requests a layoff of 25% of the workforce;
- iv) WMAAA and its successors and assigns discontinue operation;
- v) WMAAA meets the definition of a financially distressed business as set forth in the Worker Assistance and Retraining Notification Act.
- vi) WMAAA's Contract with GVSU is discontinued or not renewed.
- vii) Any other reason set forth in this Agreement, including as identified in Paragraph 4 of this Agreement, that constitutes a default under the Agreement or allows HRES to terminate this Agreement.

viii) Failure of WMAAA to timely make payment(s) required by this Agreement or reduces the amount invoiced by more than \$5,000.00 of the contested invoice.

b) WMAAA may terminate this Agreement prior to the end of the term specified in Paragraph 4 or in the event that HRES shall fail to remedy a material breach within 60 days after notice from the Board, provided however that if the nature of the breach is such that the cure cannot be reasonably accomplished within 60 days, then the cure period should be extended so long as HRES proceeds to cure with reasonable dispatch. Material breach includes, but is not limited to: (1) HRES's failure to account for its expenditures or to pay its obligations as specifically noted in this agreement (provided funds are available to do so), (2) failure of HRES to follow policies, procedures, rules, regulations or curriculum duly adopted by the WMAAA Board and communicated to HRES, provided that such policies, procedures, rules, regulations or curriculum are not inconsistent with the Contract, as amended, this Agreement, or in violation of applicable law, (3) receipt by the Board of unsatisfactory reports from HRES or from an educational consultant retained by the Board about matters concerning HRES's performance or the performance of the staff which are not reasonably corrected or explained; or (4) HRES's failure to abide by all applicable laws in its administration of this Agreement.

c) In the event WMAAA terminates this Agreement pursuant to this Paragraph, WMAAA shall pay all charges due under this Agreement through the last date of services provided by HRES.

10. Indemnification.

a) HRES. HRES shall indemnify and hold GVSU and WMAAA, including its officers, directors, and agents, harmless from any and all claims, including employment related claims by HRES employees or applicants, administrative determinations, judgments, damages, reimbursements, back pay, penalties, fines, costs or loss, demands, suits, including reasonable attorney's fees or other forms of liability that may arise out of, or by reason of, any noncompliance with any agreements, covenants, warranties, or undertakings of HRES contained in or made pursuant to this Agreement and any misrepresentation or breach of representations and warranties of HRES contained in or made pursuant to this Agreement or for wrongful or negligent acts. This indemnification shall include any failure on the part of HRES that results in violations of federal, state and local laws and regulations. HRES shall not be responsible to indemnify WMAAA for the acts or omissions of an unlicensed individual that occur when that individual is not under the supervision of a Covered Employee. The indemnification requirements of this paragraph may be met by the purchase of insurance in a form and amounts acceptable to WMAAA and shall be not less than \$1,000,000 per occurrence.

b) WMAAA. WMAAA shall indemnify and hold GVSU and HRES, including its officers, directors and agents harmless from any and all claims, including employment related claims by WMAAA employees or applicants for employment as a WMAAA employee, administrative determinations, judgments, damages, reimbursements, back pay, penalties, fines, costs or loss, demands, suits, including reasonable attorney's fees or other forms of liability that may arise out of, or by reason of, any noncompliance with any agreements, covenants, warranties, or undertakings of WMAAA contained in or made pursuant to this Agreement and any misrepresentation or breach of representations and warranties of WMAAA contained in or made pursuant to this Agreement or for wrongful or negligent acts. This indemnification shall include any failure on the part of WMAAA for violations of federal, state and local laws and regulations. WMAAA shall not indemnify HRES for acts or omissions of an unlicensed individual that may occur when that individual is not under the supervision of WMAAA. The indemnification requirements of this paragraph may be met by the purchase of

insurance in a form and amounts acceptable to HRES and shall be not less than \$1,000,000 per occurrence.

c) INDEMNIFICATION OF GRAND VALLEY STATE UNIVERSITY. The parties acknowledge and agree that Grand Valley State University Board of Trustees, Grand Valley University and its members, officers, employees, agents or representatives are deemed to be third party beneficiaries for purposes of this Agreement. As third party beneficiaries, the parties hereby promise to indemnify and hold harmless Grand Valley State University Board of Trustees, Grand Valley State University and its members, officers, employees, agents or representatives from all claims, demands, or liability, including attorney fees, and related expenses, on account of injury, loss or damage, including, without limitation, claims, demands, or liability, including attorney fees, and related expenses, on account of injury, loss or damage, including without limitation, claims arising from bodily injury, personal injury, sickness, disease, death, property loss or damage or any other losses of any kind whatsoever and not caused by the sole negligence of Grand Valley state University, which arise out of or are in any manner connected with Grand Valley State University Board's approval of the School of Excellence application, the University Board's consideration of or issuance of a Contract, the Academy's preparation for and operation of a public school, or which are incurred as a result of the reliance by Grand Valley State University and its Board of Trustees members, officers, employees, agents or representatives upon information supplied by the Academy or the ESP, or which arise out of the failure of the Academy to perform its obligations under the Contract issued to the Academy by Grand Valley State University Board of Trustees. The parties expressly acknowledge and agree that Grand Valley State University and its Board of Trustee members, officers, employees, agents or representatives may commence legal action against either party to enforce its rights as set forth in this Agreement.

11. Arbitration. In the event of a dispute regarding a breach, alleged breach, validity or interpretation of any provision of this Agreement, both WMAAA and HRES agree to submit such disputes, except as either party may be seeking injunctive relief, to final and binding arbitration as the sole and exclusive remedy for such disputes. Said disputes shall be submitted to the Michigan Mediation and Arbitration Services ("MMAS") and governed by the Michigan Court Rules and Michigan Arbitration Act.

The arbitration hearing will be held in Ottawa County and will be the exclusive remedy for resolving the disagreement. Either party may file for arbitration but must do so with MMAS within one hundred twenty (120) calendar days of the event precipitating the disagreement, or within the applicable statute of limitations, whichever is sooner.

If arbitration is requested by either WMAAA or HRES, the parties shall be entitled to be represented by attorneys and/or counsel of their choice. The parties shall equally split the filing fee, and any administrative fees or costs assessed by MMAS, regardless of who requests the arbitration. The parties will split the arbitrator's compensation, and each party will pay its own costs and attorney fees in connection with the arbitration, except as those costs and fees may be reallocated by the arbitrator in the award of damages in accordance with this Agreement or the relevant state or federal statute.

If arbitration is requested, the arbitrator shall allow both parties the right to conduct limited and reasonable discovery, which may include depositions, and for a period of time necessary for the parties to reasonably prepare for the arbitration hearing. The arbitrator is authorized to issue subpoenas to summon witnesses.

The arbitrator may award any and all remedies allowable by the cause of action pled in the request for arbitration, including but not limited to equitable relief and money damages. The arbitrator shall issue a written decision, containing his/her findings of fact and conclusions of law. The arbitrator's award will be final and binding on both parties, and may be enforced in a court of competent jurisdiction.

12. Entire Agreement. This document, being executed in multiple and identical counterparts all of which shall constitute part of the Agreement, contain the entire Agreement between the parties with regard to the subject matter of this Agreement. All previous negotiations, statements and preliminary instruments of the parties and their respective representatives are merged into this Agreement. No modification of this Agreement shall be valid or binding unless such modification is in writing, dated and signed by the authorized representative of each party. The conditions of this Agreement extend to and bind the subsidiaries, successors and assigns of each party.

13. Notices. All notices required or permitted by this Agreement shall be in writing and delivered personally or by first class mail, postage prepaid to the address of each party as follows:

West Michigan Academy:

West Michigan Academy of Arts & Academics
17350 Hazel
Spring Lake, MI 49456

HRES:

HR Educational Services, LLC
801 Broadway NW, Suite 200
Grand Rapids, MI 49504

With a copy to:

Mr. Errol Goldman
Goldman & Associates, PLC
5253 W. Lakeview Drive
Pentwater, MI 49449

If one of the parties to this Agreement changes his/her or its address, they shall within thirty (30) days notify the other party, in writing, of the new address. Notice shall be deemed received on the date it is delivered or mailed.

14. Responsibility For Performance of Agreement. Each party, their successors and assigns shall be jointly and severally responsible for the performance of their obligations under this Agreement.

15. Severability and Validity. The invalidity or unenforceability of any provision or part of this Agreement shall not affect the validity or enforceability of any other provision or part of this Agreement.

16. Contract Interpretation. The Parties acknowledge that this Agreement and the language contained in this Agreement are the result of negotiations between the parties and no part of this Agreement shall be construed against either party by virtue of authorship.

17. No Third-Party Rights. This Agreement is intended solely for the benefit of HRES and WMAAA, and it shall not be construed to create any benefits for or rights in any other person or entity, including employees, students, or their representatives.

18. Waiver of Breach. The waiver by one party to this Agreement of a breach of this Agreement by the other party shall not operate as or be construed as a waiver of any subsequent breach or breaches by the other party.

19. Caption Headings. The captions headings for each provision of this Agreement are not part of this Agreement nor shall they be used to construe the provision more broadly or narrowly than the text would indicate.

20. Necessary Documents. The parties shall execute all necessary documents required to carry out the terms and intent of this Agreement.

21. Governing Law. The Agreement shall be construed under the law of the State of Michigan.

22. Counterparts. This Agreement may be executed in identical counterparts, each of which shall be deemed an original.

23. Assignment. The Agreement may not be assigned by either party without the written consent of the other party, prior approval of the WMAAA Board, except that HRES may assign its rights and duties to an entity within the HRES organization upon 60 days' written notice to the WMAAA Board and provided the WMAAA Board approves said assignment.

24. WMAAA Board's Constitutional Duty. No provision of this Agreement shall or is intended to interfere with the WMAAA Board's duty to exercise its statutory, contractual and fiduciary responsibilities governing the operation of WMAAA as provided under Michigan law. This Agreement does not prohibit the WMAAA Board from acting as an independent, self-governing public body, or allow public decisions to be made other than in compliance with the Open Meetings Act.

25. Governmental Immunity. No provision of this Agreement is intended to restrict the WMAAA Board from waiving or requiring it to assert its governmental immunity. Nothing in this paragraph shall prohibit HRES from asserting any defense that may be available to it under this Agreement or under Michigan law. WMAAA shall not waive or assert any rights to the sole detriment of HRES related to WMAAA's obligations to HRES under this agreement unless said actions are the result of an alleged breach of this Agreement by HRES.

26. Financial, Educational, and Student Records. Financial, educational, and student records pertaining to WMAAA are WMAAA property, and such records may be

subject to the provisions of the Michigan Freedom of Information Act. All WMAAA records shall be physically or electronically available, upon request, at WMAAA's physical facilities and shall be kept in accordance with applicable state and federal requirements. Except as permitted under applicable law, HRES shall not restrict the authorizer's, the public's, or the independent auditor's access to WMAAA's records consistent with applicable statutes.

27. Independent Auditor. HRES shall not select or designate the independent auditor, accounting firm or legal counsel for WMAAA. All finance and other records of HRES relating to WMAAA will be made available to WMAAA's independent auditor at the request of WMAAA or the auditor.

28. Procurement of Equipment, Materials, and Supplies. If HRES procures equipment, materials, and supplies at the request of or on behalf of WMAAA, HRES shall not include any added fees or charges with the cost of the equipment, materials, and supplies purchased from third parties. Any equipment, materials, or supplies purchased by HRES on behalf of or as the agent of WMAAA are the property of WMAAA. When making a purchase on behalf of or as agent of WMAAA, HRES shall comply with Section 1274 of the Code as if WMAAA were making a purchase directly from a third party.

29. WMAAA Proprietary Rights. WMAAA owns all proprietary rights to curriculum or educational materials that:

- a) are both directly developed and paid for by WMAAA;
- b) were developed by HRES at the direction of the WMAAA Board with WMAAA funds dedicated for the specific purpose of developing such curriculum or educational materials.

All educational materials and teaching techniques used by WMAAA may be subject to disclosure under the Revised School Code and the Freedom of Information Act.

30. HRES Proprietary Rights. HRES owns all proprietary rights over curriculum, educational or WMAAA management materials:

- a) previously developed or copyrighted by HRES or
- b) curriculum, educational or WMAAA management materials that are developed by HRES funds for WMAAA or

c) materials that are not otherwise dedicated for the specific purpose of developing WMAAA curriculum, educational or WMAAA management materials.

All educational materials and teaching techniques used by WMAAA are subject to disclosure under the Code and the Freedom of Information Act.

31. Employment Liability. HRES is the employer of record for employee compensation, collection of payroll taxes and withholdings, worker's compensation and unemployment liability and payment of benefits, all of which are set forth in this Agreement.

32. Marketing and Development. Should HRES provide marketing and development services to WMAAA, the cost paid by or charged to WMAAA shall be limited to those costs specific to the WMAAA program and shall not include any costs for the marketing and development of HRES.

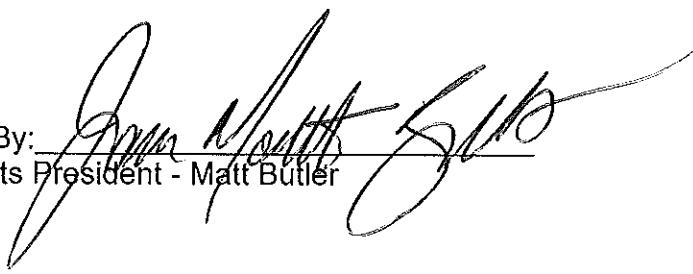
33. Compliance with GVSU Contract. The ESP agrees to perform its duties and responsibilities under this Agreement in a manner that is consistent with the Academy's obligations under the Academy's Contract issued by Grand Valley State University Board of Trustees. The provisions of the Academy's Contract shall supersede any competing or conflicting provisions contained in this Agreement.

WMAAA and HRES intend for this Agreement to comply with the Contract issued by GVSU to WMAAA and the Education Service Provider Policies issued by GVSU's Charter Schools Office. To the extent any provision of this Agreement is inconsistent with the Contract or Policies, that provision is invalid and the Contract and Policies shall govern. Any additional costs of compliance because of changes mandated by GVSU will be borne by WMAAA and subject to HRES's ability to perform. If the additional costs are deemed excessive by the WMAAA Board and the matter cannot be resolved, it may opt out of this Agreement by giving 90 days written notice.

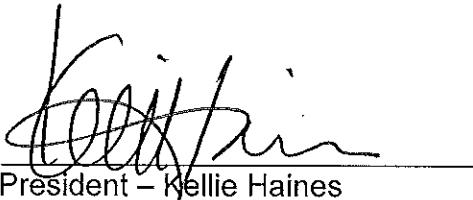
34. Revocation or Termination of Contract. If the Academy's Contract issued by Grand Valley State University Board of Trustees is revoked or terminated, this Agreement shall automatically terminate on the same date as the Academy's Contract is revoked or terminated without further actions of the parties.

This Agreement is executed as of the date first written above.

West Michigan Academy of Arts & Academics

By: 
Its President - Matt Butler

HRES:
HRES Educational Services, Inc.

By: 
Its President – Kellie Haines

HRES 1 - Final

November 13, 2013

SCHEDULE 7

ACADEMY SPECIFIC INFORMATION & EDUCATIONAL PROGRAM

SCHEDULE 7-1

EDUCATIONAL GOALS AND PROGRAMS

SCHEDULE 7-1
EDUCATIONAL GOALS

Standards for Schools Serving from Kindergarten to Eighth Grade:

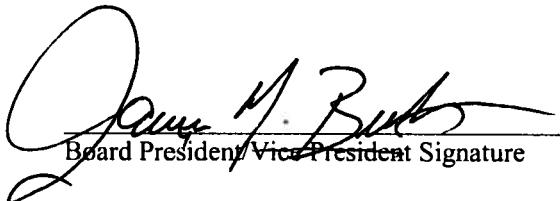
Standard #1: On the average of all MEAP tests administered or successor state test administered, the public school academy will meet or exceed the performance of its select peer district. A select peer district is the school district Grand Valley State University identifies as a reasonable comparison district for the public school academy.

Standard #2: On the average of all MEAP tests or successor state test administered, the public school academy will meet or exceed the performance of its compositional peer district. The comparison scores for the compositional peer district are populated by the weighted total of MEAP scores from those districts in which the PSA's students physically reside.

Standard #3: The public school academy will not average more than one-half a standard deviation below GVSU's MEAP or successor state test/Free-Reduced Lunch regression model for all grades and subjects included in the model.

Standard #4: The Fall to Spring growth rate of each grade and subject for all groups of pupils for which the administered nationally norm-referenced test is designed will fall at the fiftieth percentile or higher.

Date: 5-06-15



James M. Bush
Board President/Vice President Signature

Secretary's Certification:

I certify that the foregoing resolution was duly adopted by the WMATA Board of Directors at a properly noticed open meeting held on the 1st day of May, 2015, at which a quorum was present.



Maria Rappleye
Board Secretary

SCHEDULE 7-2

CURRICULUM

The Academy will comply with the requirements of MCL 380.552(20). The Academy will submit a report to the MDE, in a form or manner prescribed by the MDE, that reports the number of pupils enrolled in an online or distance learning program during the immediately preceding month.

West Michigan Academy of Arts and Academics Curriculum and Course Descriptions for K-4th Grade

Kindergarten-4th grade students are taught in self-contained elementary classrooms and follow Common Core State Standards in all content areas. Arts Integration classes (minimum of 40 minutes per day) rely upon both the CCSS as well as the National Core Arts Standards.

Language Arts

Our Language Arts program focuses on supporting the needs of many different types of readers and writers from pre-reader/writers through fluent readers and writers through Scholastic's Guided Reading to classroom Readers/Writers Workshop series. Starting in Kindergarten, students also focus on developing alphabetic principles, phonemic awareness, vocabulary, fluency, and text comprehension. Students are guided to insure that reading and writing skills are developing in a well-rounded, sequentially progressive way.

Mathematics

Kindergarten through 6th grade students learn the progression of the CCSS through Go Math.

<http://www.hmhco.com/shop/education-curriculum/math/elementary-mathematics/go-math-k-8>

Science

Our science curriculum provides an opportunity for students to ask questions, investigate hypotheses, make, record, and discuss observations as they build scientific knowledge. Units within the earth, biological and physical science fields are explored. K-6th grade utilizes Battle Creek Science for science exploration.

Health

Health is taught as a component of the science curriculum. Elementary health follows the Michigan Model curriculum. Students will learn: getting acquainted with school; five senses; safety; helping relationships; saying "no" to drugs; preventing illness; healthy habits; growing and caring; friends at home and school; safety first; pollution; understanding our eyes and ears; healthy friendships; balance; growing into responsibilities; food-health connection; wellness. Fourth grade students will also cover topics of human growth and development, puberty changes in boys and girls, fertilization and AIDS education.

Social Studies

Students study the concepts of history, geography, civics, government, and economics. K-8th grade utilizes History Alive and Geography Alive.

Integrated Arts

All K-4 students will receive instruction in the arts every day. Students will rotate through all arts classes offered (minimum of visual arts, dance, drama, instrumental music, and vocal music). All arts classes focus on integrating core content within the art form with the National Core Arts Standards.

West Michigan Academy of Arts and Academics
Curriculum and Course Descriptions for 5th-8th Grade

5th-8th grade students are taught in self-contained elementary classrooms and follow Common Core State Standards in all content areas. 5th-8th grade students may also choose two elective courses each quarter.

Language Arts

Our Language Arts program continues to develop strength in reading, writing, speaking, listening, and responding skills. Students will increase their ability to analyze and synthesize information and thoughts, and become a self-aware, confident reader, writer, and speaker that uses various communication skills and mediums to gain or share knowledge for learning. Students will utilize various methods of Guided Reading and Readers/Writers Workshop models.

Mathematics

5th-6th grade utilizes Go Math as a basis for their math curriculum

<http://www.hmhco.com/shop/education-curriculum/math/elementary-mathematics/go-math-k-8>

7th grade math is a continuation from 6th grade with a deeper integration of Algebra concepts. The course is designed to prepare students for Pre Algebra. Topics discussed are ratios and proportional relationships, algebraic operations with integers, rational and irrational numbers, creating and solving algebraic expressions and equations, constructing geometric figures as well as key characteristics about them, and applications of statistics and probability.

Pre-Algebra is designed to give students a strong foundation in algebra while also preparing the for future student in geometry, probability, and data analysis.

Algebra is a college preparatory course. The course focuses on expressions, equations, functions, properties of real numbers, solving linear equations, graphing linear equations and functions, solving and graphing systems of linear equations and inequalities, exponent and exponential functions, factoring methods, quadratic equations and functions, radicals and geometric connections, rational equations and functions, probability and data analysis.

Geometry is designed to emphasize the study of the properties and applications of common geometric figures in two and three dimensions. It includes the study of transformations and right triangle trigonometry. Inductive and deductive thinking skills are used in problem solving situations, and applications to the real world are stressed

Science

5th and 6th grade science combine open-ended project learning skills to study specific units within the earth and physical science fields as well as biomes, ecosystems and life science, based on Battle Creek Science units of study.

7th grade science explores earth science, physical science, and life science.

8th grade science explores emphasizes life science and covers many prerequisites for high school science. Students will study more in depth material over ecology including ecosystems, biomes, populations, communities, environmental issues and endangered species.

Health

5th and 6th grade health is taught as a component of science. 7th and 8th graders take a Health Class as an elective with the same curriculum taught. One of the components is Life Skills with three major components: Drug Resistance, Personal Self-Management, General Social Skills. Topics covered are also self-esteem, decision-making, smoking information, advertising, dealing with stress, communication skills, social skills, and assertiveness. Topics regarding human growth and development, puberty changes in boys and girls, fertilization and AIDS education are also taught.

Social Studies

Students study the concepts of history, geography, civics, government, and economics. K-8th grade utilizes History Alive and Geography Alive.

WMAAA ELECTIVE COURSE DESCRIPTIONS 2015/2016

DANCE

Classical Dance: This class will combine the classical techniques of both ballet and tap dance: Students will learn the basic principles of classical ballet. Proper body placement, turnout and terminology are emphasized. Students of Ballet will learn barre, center, and across the floor exercises. The tap portion of Classical Dance focuses on the classical and musical theater style of tap dance. The history of tap will also be a part of this class. Musicality and rhythm will be taught along with tap technique. Class format includes a rhythmic warm-up followed by various technical exercises, and finally a combination or small piece of choreography. Classical Dance students will participate in a performance.

Contemporary Dance: In this class, contemporary jazz and lyrical techniques are taught with an emphasis on proper body lines, extensions and quick movement sequences. Jazz is highly stylized and also incorporates musicality and rhythm. Lyrical class will incorporate the techniques of jazz, ballet, and modern dance, while focusing on the interpretation of the lyrics of contemporary music. Students will study the use of motivation of emotions and feelings to enhance performance. A performance opportunity will be a part of Contemporary Dance

Dance History: This is a 20th century American Dance history class. Students will demonstrate dance in the historical context of the decades of the 20th century. The emphasis will be on understanding the relationship between the culture in the United States at a given point in history and dance styles. Students of this class will competently perform social dances from a wide spectrum of decades throughout the century. Students will also be able to accurately describe the role of dance in the different decades. Music styles and prominent people will also be studied as well as the history of ballet, tap, jazz, and modern in the past century.

Choreography: For grades 6-8. Students will study the technique of creating dance and apply movement skills, dance elements, and choreographic concepts in creating dance. The use of improvisation and story framework will be introduced as well as other motivation topics for constructing movement. Students will also study the work of choreographers and the impact they have had on the world of dance. Students will work in small groups as well as on solo projects.

Dance 1 & 2: Students will study ballet, tap, and jazz dance, incorporating many different styles of each genre. Dance technique and beginning choreography skills will be covered in class, as well as applying learned dance vocabulary to the practice of dance skills. Students will learn the importance of proper warm-up and alignment and also learn the art of creating dances and performing. This class will participate in a performance.

Choices in Health: Students will study health topics that meet the criteria for Michigan Health standards. This class will be a hands-on interactive approach to learning all aspects of health as well as the tools for making good choices. Students will study how health is affected by different influences (including peers and the media) and how to access information to make good choices for their personal health. The class will cover the following topics: alcohol, tobacco and other drugs, character education and mental health, safety and violence, nutrition, physical activity and personal health and wellness.

Repertory: Students in this class will learn to develop skills in creatively and technically working under the direction of the teacher in performing choreographed works. They will practice working well with others to achieve an aesthetic quality and commitment to fulfilling a dance project. They will learn to quickly and correctly execute dance steps in a dance and practice dancing in unison with others. The art of performance will also be focused on as well as the ability of the dancer to deliver the choreographer's intent to the audience. A performance opportunity will be a part of this class. Registering for this class requires prior approval of teacher.

Conditioning: This class will focus on the fundamentals of fitness in terms of flexibility, strength, and cardiovascular endurance. Students will be active in many different capacities such as running, weight lifting, yoga, circuit training, and aerobics. An emphasis will be on fun and getting exercise into a daily routine for each student. Physical fitness goals are discussed as well as what is motivating to reach those goals. Students must dress in appropriate exercise clothing. The middle school conditioning class will further develop students' understanding of fitness in their daily lives. Student will also participate in a 9-week running and walking program off-campus. Individual goals will be discussed in this class and students will demonstrate the ability to track their heart rate and learn the benefits of reaching one's target heart rate, as well as discuss nutritional needs while training.

MUSIC

Cantilena Chorale (5th - 6th grade choir): This is a singing group designed to develop the voices and the ears of the singers. Students will be learning music theory, sight singing and performance skills while practicing singing and blending in an ensemble. Performances throughout the year are a requirement of this class.

Bel Canto Singers (7th - 8th grade choir): This is a singing group designed to develop the voices and the ears of the singers. Students will continue learning music theory, sight-reading and performance skills while practicing singing and blending in an ensemble. Performances throughout the year, including solo and ensemble festival, are a requirement of this class.

Piano: This course offers students a chance to progress at their own level and pace. All students learn to play piano by playing electronic keyboards using headphones. Students are graded on participation, effort, theory assignments and recitals. The Alfred's Basic Piano Library Series is used and will be provided by the Academy.

Music History: Experience and learn about the history of music and find out how music fit into society and peoples' daily lives. This course will explore the time periods of music from the Middle Ages to the Contemporary. Students will study music and composers from each era through movies, listening lessons and writing projects. Students will also explore each era through their art form: vocal, piano or instrumental.

Beginning Band: Beginning Band is for students with little or no musical training on a chosen instrument. Note: Beginning Band Percussion students must have at least 1 year of piano/keyboard instruction within the last two (2) years. Piano audition is required. Beginning band students meet at first in “like instrument” groupings to better insure their success. After a few months, they will be able to play together as a collective band.

Intermediate Band: Intermediate band is open to students who have played at least one year on an instrument. Last year’s beginners will automatically qualify unless they have changed to a new instrument. The last session of intermediate band will include Jazz Band.

Advanced Band: Advanced band is open to students who have played at least two years on an instrument. This ensemble will perform full band pieces provided by the school in addition to scales and technical exercises. Students will be required to participate in “Solo and Ensemble” as well as evening concerts. Jazz Band will be incorporated into this class.

ART

Sculpture: Students will explore basic technical and expressive applications of sculpture in a variety of materials which may include: clay, paper, papier mache, wire, wood, plaster and found objects. Students will take inspiration from other artists and cultures, participate in class critiques and reflect on the creative process involved in creating each artwork.

Advanced Sculpture: Students will build upon what they have learned in sculpture exploring intermediate technical and expressive applications of sculpture in a variety of materials which may include: clay, paper, papier mache, wire, wood, plaster and found objects. Students will take inspiration from other artists and cultures, participate in class critiques and reflect on the creative process involved in creating each artwork.

Art History I: Students will study a variety of artworks while learning about the society, time period, and the culture in which they were created. Projects will be hands on, group oriented and include written components. This course briefly covers the art from the Stone Age to the Renaissance from around the world. Students will complete one project inspired by an artist, idea or historical event associated with each major art movement from this time period.

Art History II: Students will study a variety of artworks while learning about the society, time period and culture, in which they were created. Projects will be hands on, group oriented and include written components. This course briefly covers the art of the Baroque Age 1600’s to the present day. Students will complete one project inspired by an artist, idea or historical event associated with each major art movement from this time period.

Drawing: Students will explore the technical and expressive aspects of drawing including methods such as perspective, gesture drawing, line drawing, cross-hatching, value studies, portrait, cartooning, still-life and fantasy. Students will use materials including graphite, chalk pastel, oil pastel, pen and ink, crayon, colored pencil and marker. Students will take inspiration from other artists, participate in class critiques and reflect on the creative process involved in creating each artwork.

Painting: Students will explore the technical and expressive aspects of painting including methods such as portrait, landscape, sumi-brush painting, still-life, abstract and non-objective art. Students will use materials including tempera, acrylic, oil pastels and watercolors. Students will take inspiration from other artists and cultures, participate in class critiques, learn basic art vocabulary and reflect on the creative process involved in creating each artwork.

Advanced Drawing and Painting: Students will build upon what they have learned in previous drawing and painting courses. They will be exploring intermediate and advanced technical and expressive applications of drawing and painting in a variety of materials which may include: pencil, charcoal, oil pastel, pastel, colored pencil, ink, Tamera paint, acrylic paint, and watercolor paint. Students will take inspiration from other artists and cultures, participate in class critiques and reflect on the creative process involved in creating each artwork.

Human Connections: This art class challenges 7th and 8th grade students to think about the message behind their artwork. We will discuss how to use the arts to communicate about subjects that are important to humanity (celebration, tolerance, freedom, the environment and personal expression). Human connections students will use music, dance, literature and drama as well as visual arts to communicate about their own experiences and knowledge with these subjects. This class is designed for the serious self-motivated student. Previous visual arts experience is not necessary.

Intro to Art: Students will explore the basic technical and expressive applications of a variety of materials often found in art while making connections to other cultures and time periods. Materials of exploration may include: drawing, painting, printmaking, collage, ceramics fiber arts, found objects, photographs, clay, wire and plaster. Students will take inspiration from other artists and cultures, discover connections between art and every day human life, participate in class critiques, learn basic art vocabulary and reflect on the creative process involved in creating each artwork.

Elements and Principles of Art: Students will explore the basic technical and expressive applications of a variety of materials often found in art through study of the elements and principles of art. Materials of exploration may include: drawing, painting, printmaking, collage, ceramics fiber arts, found objects, photographs, clay, wire and plaster. Students will take inspiration from the structure provided by use of the elements and principles of art when creating successful artworks. Students will study the ways in which successful artists employ the elements and principles of art, participate in class critiques, learn basic art vocabulary and reflect on the creative process involved in creating each artwork.

THEATRE

Creative Drama: This class explores dramatic activities that help to grow as a theatrical performer. Students will perform a monologue, a duo, and a group skit as well as participate in many other forms of acting including improvisation. Any student interested in auditioning for a show should take this class. Creative drama focuses on the “process,” for example, what are the tools and actor needs to enhance his or her performance.

Intro to Acting: This course offers an introduction to acting through exercises, improvisations and scripted work designed to boost self confidence in oral and physical communication skills.

Theatre History 1 : In this course we will learn about the history of theatre from the very beginning. We will study Primitive times through Shakespearean times. Students will learn about where theatre came from and some of its traditions. They will also study a play from each period and perform a scene from that same play. Students will also continue to grow as actors as they perform these scenes on stage.

Theatre History 2: In this course we will learn about the history of theatre. We will study Shakespearean times through modern times (including musical theatre). Students will learn about the time period, the playwrights, and the plays. They will also study a play from each period and perform a scene from that same play.

Improvisation: This course will cover the basic elements of improvisation: spontaneity, learning to negotiate on stage, and reincorporation. Students will learn to problem solve and “think on their feet”. Improvisation is a serious study of theatre that will greatly improve an actor’s skills.

Drama and Social Issues: (7th and 8th grade) This course will explore current events and popular social issues through improvisation, role-playing and dramatic readings. Students will learn the process of play writing to effectively create scenes that delve into social issues. Students will get an opportunity to present a social issue of their choice.

Musical Theatre: This course is required for those who have auditioned and accepted parts in the Spring Musical. This course focuses on skills needed to take a production from audition to performance. Teamwork skills are also emphasized. Students will become familiar with various aspects of a production including but not limited to stage direction, character development, props, costumes, lighting, make-up and set-design. This class will also be used for rehearsal.

Comedic Theatre: Discover the foundation of creating comedy sketches for a Saturday Night Live style revue. In this class we will create a variety of theatrical comedy sketches, stand-up routines, production numbers, and satirical commercials. Through this process students will learn basic scene structure, character development, establish action, and learn the styles and genres of comedy. Students will be expected to act, generate ideas, and write for these comedy sketches.

Fall Play: Learn all it entails to put on a play! In this class we will study the movement, memorization, emotions, and character development needed to become an actor in a production. Through this process students will work towards the end product of putting on the fall play. Students will be expected to act, generate ideas, memorize for their specific role, and work as a team. This class requires an audition and additional rehearsal time outside of the class.

Other Elective Choices

Creative Writing: Experiment with a various forms of poetry, create imaginative short stories, and explore writing in new ways. This class will unlock the creative writer within you.

Physics of Flight (aka “You Don’t Have to be a Rocket Scientist”): “Rockets” is a fun and exciting way to look at the world of physics. Students will design and build paper planes (of various types), hot air balloons, straw rockets, water bottle rockets, and finally a model rocket to gain a deeper understanding of how and why things fly. Discussions and activities revolve around the actual physics concepts behind how flight happens.

History through Film: History and movies. Could there be a better combination? In this course students explore specific historical events and issues through factual comparison of the events to the Hollywood film version. After each film students complete a short assignment. Themes can change from year to year. Past themes include “Race Relations in the U.S.” and “American at War.” Parental permission to view films will be required.

AVID: AVID (Achievement Via Individual Determination) is an academic elective that meets five days per week. Students will receive two hours of instruction per week in college prep skills, two hours per week in tutor-led study groups, and one hour per week in motivational activities. This course is designed for motivated students who desire to attend a four-year college when they graduate from high school. AVID is designed to meet the educational and social needs of students in the middle...students who, with support, have the potential to succeed in a rigorous course of study.

Applied Engineering 1: Bridges: “Bridges” is a class designed for students to get hands on knowledge of bridge design and construction. This includes building several bridges using various construction materials, and building one bridge where cost analysis is critical. Once the bridges are built the true test comes.....How much weight can they hold??? The final measure of any model is the support and strength the designer has designed into it, thus the test with weight.

Applied Engineering 2: Dragsters: Drag racing is an excellent way to motivate students while they design, construct and race their own CO₂ powered dragsters. Students will develop designs then create a prototype car in an effort to gain an understanding of aerodynamics as well as develop the skills to use various hand tools. Students then transfer their knowledge to create their very own dragster right down to designing and applying a self-inspired yet stylish paint schemes. The last step and by far the most fun is race day. So watch out as these dragsters go flying down the hallway.

Debate: Get ready to make your thoughts heard. In this class we will learn all about debating. We will cover how a debate is done, how a debate is scored, the best ways to win a debate, and, of course, have debates on our own about many different topics. Get ready to debate!

Natural Disasters: Through text and projects we’ll be investigating earth’s most destructive forces such as earthquakes, volcanoes, tornadoes, hurricanes, and floods. The purpose of the class is to learn the science behind severe weather and its long-lasting impacts on local communities. Students will explore current events as it relates to natural disasters.

From Page to Screen: Students will read a contemporary (published within the last 5 years) novel that has been (or will soon be) made into a movie. They will then see that movie. Students will choose a book from the approved reading list and form "book clubs" in order to discuss, reflect, and write on the novel. They will then watch the movie and do the same. The final project will be to write a compare/contrast paper and/or a critique on the liberties the screenwriters and directors took when making the novel into a film...

Technology: Students will have access to Microsoft Office and the Google Apps for Education suite. The course will provide students with the appropriate skills to use word processing, spreadsheet, publishing, and presentation programs. Work will emphasize understanding of proper keyboarding techniques, computer systems and networks, internet research strategies, digital citizenship, and safety on the internet. This course also emphasizes the production of unique, technology-based projects.

SCHEDULE 7-3
STAFF RESPONSIBILITIES

Except as otherwise provided by law, the Academy shall use certificated teachers according to state board rule. The Academy may use noncertified individuals to teach as follows:

- (a) A classroom teacher in any grade a faculty member who is employed full-time by the state public university and who has been granted institutional tenure, or has been designated as being on tenure track, by the state public university, and
- (b) In any other situation in which a school district is permitted under this act to use noncertified teachers.

All administrators or other person whose primary responsibility is administering instructional programs or as a chief business official shall meet the certification and continuing education requirements as described in MCL 380.1246.

Administrator and Teacher Evaluation Systems. The Academy Board shall adopt and implement for all teachers and school administrators a rigorous, transparent, and fair performance evaluation system that complies with sections 1249 and 1250 of the Code. If the Academy enters into an agreement with an Educational Service Provider, then the Academy Board shall ensure that the Educational Service Provider adopts a performance evaluation system that complies with this section.

Performance Evaluation System Commencing with the 2013-2014 School Year. If the Academy Board adopts and implements for all teachers and school administrators a performance evaluation system that complies with section 1249(7) of the Code, then the Academy Board is not required to implement a performance evaluation system that complies with section 1249(2) and (3). If the Academy enters into an agreement with an Educational Service Provider, then the Academy Board shall ensure that the Educational Service Provider adopts a performance evaluation system that complies with this section.

Parent Notification of Ineffective Teacher Ratings. Beginning with the 2015-2016 school year and continuing on during the term of this Contract, if a pupil is assigned to be taught by a teacher who has been rated as ineffective on his or her 2 most recent annual year-end evaluations under section 1249, the Academy Board shall notify the pupil's parent or legal guardian that the pupil has been assigned to a teacher who has been rated as ineffective on the teacher's 2 most recent annual year-end evaluations. The notification shall be in writing and shall be delivered to the pupil's parent or legal guardian by U.S. mail not later than July 15th immediately preceding the beginning of the school year for which the pupil is assigned to the teacher, and shall identify the teacher who is the subject of the notification.

Teacher and Administrator Job Performance Criteria. The Academy Board shall implement and maintain a method of compensation for its teachers and school administrators that includes job performance and job accomplishments as a significant factor in determining compensation and additional compensation earned and paid in accordance with Applicable Law. The assessment of job performance shall incorporate a rigorous, transparent, and fair evaluation system that evaluates a teacher's or school administrator's performance at least in part based upon data on student growth as measured by assessments and other objective criteria. If the Academy enters into an agreement with an Educational Service Provider, then the Academy Board shall ensure that the Educational Service Provider complies with this section.



Director Job Description

The Director serves as the educational leader and chief administrator of West Michigan Academy of Arts and Academics with responsibility for implementing and assuring adherence to policies, regulations, and procedures of the Board of Directors.

Essential Duties and Responsibilities

- Ensures that all students are supervised in a safe learning environment and provide instruction that meets and exceeds the State of Michigan Common Core Standards, following the approved curricula and directives of the District.
- Provides leadership, management, and enforcement of effective and clear procedures for the operation and functioning of the entire school consistent with the philosophy, mission, values, and goals of the school, including:
 - Instructional programs
 - Extra curricular activities
 - Discipline systems to ensure a safe and orderly climate
 - Financial management
 - Facilities maintenance
 - Program evaluation
 - Personnel management
 - Office operations
 - Emergency procedures
 - School and community relations
- Ensures school's compliance with all applicable laws, administrative codes, Board policies, and regulations
- Assures purchasing and distribution of instructional equipment and supplies
- Demonstrates willingness and ability to work with people in a team environment
- Assures staff participate in meaningful and engaging professional development activities
- Assures confidentiality of all student and school privileged information
- Maintain positive, cooperative, and mutually supportive relationships with the Board of Directors, Charter Authorizer, parents, and representatives of resource agencies and the community.

Experience and Education

Master's Degree; valid Michigan Teaching Certificate; minimum of five (5) successful years serving in public schools. Minimum of four (4) successful years serving in school administration preferred. Possess Michigan Administrator

Certification. Demonstrated excellence in working with students and their families. Strong leadership and organizational skills. Demonstrated knowledge and understanding of curriculum development and program evaluation, child growth and development, effective instructional strategies, classroom management, learning assessment, diagnosis and research related to learning. Ability to effectively use computer technology and various software applications for word processing, data management, and telecommunications.

Major Duties and Responsibilities

The Assistant Director may have the major responsibility for certain duties, which are ultimately the overall responsibility of the Director. Among these may be:

- Manage a school-wide discipline program.
- Coordination and supervision of activities.
- Evaluation of programs.
- Evaluation of staff performance.
- Supervision of facilities.
- Serves as the Athletic Director.
- Responsibility for the safety, conduct, and general welfare of students.
- Monitoring of student progress.
- Responsibility for the safe operation of the physical plant and the general welfare of all students, staff, parents, and visitors to the school site.
- Selection, assignment, supervision, and evaluation of credentialed teachers and non-credentialed staff.

Assists the Director in:

- Creating and populating the master schedule in coordination with the Art's Coordinator
- Curriculum and program development and evaluation.
- Presentation of staff development and in-service for all employees.
- Development and implementation of school restructuring programs, consensus and team building models, interdisciplinary teams and shared decision-making.
- Development and management of sound fiscal practices.
- Performs other duties and responsibilities as assigned.

Education and/or Experience

- Minimum of a Master's Degree
- Hold a valid Administrative Credential
- Minimum of two years teaching experience
- Administrative experience desired

Cathy Cantu, Director

Date

Name (print)

Name (signed)



Assistant Director Job Description

The Assistant Director assists the Director in the performance of the various leadership responsibilities, which are attendant to the successful administration of the school unit. The specific duties which are assigned by the Director and the decision-making authority related to such assignments are as established in the working relationship between the Director and Assistant Director.

Essential Duties and Responsibilities

- Ability to communicate well and to apply leadership skills within a shared decision-making model.
- Ability and willingness to follow directions given and to perform assigned duties in accordance with applicable guidelines, policies, and procedures.
- Leadership qualities and excellent interpersonal skills.
- Sound educational philosophy and instructional competence.
- Knowledge and prior application of current information, theory and research in education.
- Knowledge of and prior successful experience working in a diverse setting.
- Risk taker willing to approach leadership through change process with demonstrated competency.
- A background in elementary and middle school.
- Ability to evaluate the instructional process.
- Commitment to innovation and creativity.
- Experience with school-wide discipline program.
- Experience with a diverse student population.
- A solid understanding of instructional technology and appropriate application of technology.
- Knowledge and prior application or experience in improving academic achievement.

Major Duties and Responsibilities

The Assistant Director may have the major responsibility for certain duties, which are ultimately the overall responsibility of the Director. Among these may be:

- Manage a school-wide discipline program.
- Coordination and supervision of activities.
- Evaluation of programs.
- Evaluation of staff performance.
- Supervision of facilities.
- Serves as the Athletic Director.
- Responsibility for the safety, conduct, and general welfare of students.
- Monitoring of student progress.
- Responsibility for the safe operation of the physical plant and the general welfare of all students, staff, parents, and visitors to the school site.
- Selection, assignment, supervision, and evaluation of credentialed teachers and non-credentialed staff.

Assists the Director in:

- Creating and populating the master schedule in coordination with the Art's Coordinator
- Curriculum and program development and evaluation.
- Presentation of staff development and in-service for all employees.
- Development and implementation of school restructuring programs, consensus and team building models, interdisciplinary teams and shared decision-making.
- Development and management of sound fiscal practices.
- Performs other duties and responsibilities as assigned.

Education and/or Experience

- Minimum of a Master's Degree
- Hold a valid Administrative Credential
- Minimum of two years teaching experience
- Administrative experience desired

Cathy Cantu, Director

Date

Name (print)

Name (signed)



Performing Arts Center/Fine Arts Coordinator Job Description

The Theater Manager/Fine Arts Coordinator provides leadership and coordination for the K-8 fine arts' programs at the Academy in order to provide each student a unique experience in an integrated art curriculum. The position coordinates all Academy productions. In addition to Academy productions, this position is responsible for recruiting, soliciting, scheduling, and overseeing use of the performing arts center by outside groups.

Compensation and Work Schedule

- \$48,000/year and periodic reviews to address compensation and workload.
- Flex-time will be available to compensate for duties associated with this position outside of the normal school day. Flex-time requests must be made in writing and approved by the Director prior to use.
- Year-round calendar; 6 weeks paid vacation; some nights and weekends required per use of the performing arts center

Essential Duties and Responsibilities

- Fine Arts Coordinator
 - Represent fine arts staff at Board meetings and other meetings upon request.
 - Advise the Director on issues related to student services, staff concerns, and other issues affecting the success of the fine arts program.
 - Oversees the selection of textbooks and the development/revision of the fine arts curriculum.
 - Assists the fine arts staff with effective implementation of the curriculum in order to achieve school goals in fine arts.
 - Conducts, at minimum, quarterly meetings with the fine arts staff and teaching staff for integration purposes.
 - Oversees fine arts shows, programs, and performances.
 - Assumes responsibility for public and community relations with respect to the fine arts programs.
 - Attend fine arts activities for the purpose of providing input on evaluations in conjunction with the Director.
 - Prepares and coordinates the fine arts activities calendar.
 - Prepares proposals and reports for the fine arts program.
 - Assists in determining budgetary needs and recommending purchases for the fine arts program.
 - Assists in scheduling students into fine arts classes and ensures that students are meeting requirements for focus area designations.
 - Designs elective course packets.

- Performing Arts Center Manager
 - Oversee all productions at the performing arts center
 - Market the performing arts center to the local community and touring shows
 - Maintain maintenance schedules of all theater equipment
 - Provide necessary training for the use of the performing arts center
 - Enforce Board policies on rental rates and usage agreements

Supervisory Responsibilities:

- Performs supervisory responsibilities in accordance with building procedures, Board policies, and applicable laws. Such responsibilities may include interviewing and training employees; planning, assigning, and directing work; addressing complaints and resolving issues.
- Performs other duties as assigned by the Director.

Education, Experience, and/or Certification

- Bachelor's Degree in Education or Fine Arts; Master's Degree preferred
- Minimum of five years successful experience in public education preferred

Cathy Cantu, Director

Date

Name (print)

Name (signed)

WEST MICHIGAN ACADEMY OF ARTS AND ACADEMICS

Chartered and Established in 1996

Exhibit "A" Position Description Teacher

Reports To: Director

Definition: Provides direct service to students, consults with other professionals, consults and discusses issues with parents, plans, delivers, and evaluates instructional outcomes, and conducts the research needed to perform the essential functions of the position. The direct instruction is delivered in a classroom, media center, laboratory, and as a field experience. Consultation with parents, other professionals, and agencies may take place outside of the school.

Essential Functions:

- Conducts research,
- Plans and delivers instruction using the most efficient and effective methodology for the students assigned.
- Conducts assessments that are research based and appropriate for the students assigned.
- Provides corrective feedback to students and re-teaches as necessary to ensure that the students have mastered the objectives.
- Conducts research, reads professional literature, reflects, in the subject area of the assignment.
- Communicates with parents.
- Implements the approved- course curriculum.
- Implements modifications in a student's Education plan that is required by an IEP, 504 Plan or bilingual education program.
- Consults with other school staff as necessary to complete the functions of the position.
- Completes written reports, and assigned administrative tasks related to these functions.
- Utilizes preventive discipline methodology with assigned students.

Examples of Work:

- Writes curriculum for assigned subjects.
- Develops assessments, corrects student work, confers with students on the results.
- Writes lesson plans.
- Maintains student records as required by school policy.
- Participates in meetings as requested.
- Make referrals as may be necessary to complete the essential functions of the position.
- Work as a "Team" member.

Minimum Qualifications:

Education: Bachelors degree and eligible for MA certification in assigned area.

Experience: Pre-service experience required for certification.

Knowledge, Ability & Skills:

Needs good oral and written skills; the ability to complete research tasks; interpersonal skills ability to work in groups; able to communicate effectively with parents; students and other staff; mastery of assigned subject; knowledge of current practices; knowledge of the system and of the school's mission and goals; knowledge of applicable federal and state regulations and statutes; knowledge of school committee policy; knowledge of theory and practice of student learning styles. Computer skills including word processing, database, spreadsheet and graphics.

Evaluation: Goal based with up to four (4) observations a year by the Director.

Employment and Benefits: As per the Board's policy.

West Michigan Academy of Arts & Academics

17350 Hazel Street
Spring Lake, Michigan 49456

Exhibit A

Business Manager

Description

In assistance to the school director, and in coordination with regional management staff, performs the administrative functions at the Academy. Gathers key data for the school to enable reporting to school oversight bodies such as the State of Michigan and Grand Valley State University. Manages the Academy's financial processes including processing and tracking of purchase requisitions, vendor invoices, deliveries, and filing of all financial data. Coordinates the hiring, payroll, and employment records for employees of the school. Implements the procedures in the Procedures Manual. Reports to the Academy Director.

Essential Functions

- Effectively administers all State laws governing the hiring teachers and staff at a Public School Academy.
- Effectively administers all State laws governing the use of public funds in operating a Public School Academy.
- Effectively administers all policies and procedures in the Procedures Manual.
- Captures and reports key data for the Academy, including use of funds, expenditures related to grants, as required.
- Manages financial processing and record keeping for the Academy, including invoice processing, cash management, procurement, capital inventory, and weekly reporting.
- Completes all State reports and requests in a timely and accurate manner. Reports include DS-4044, FS-3731, FS-4731, FS-4941, IM-4204, IM-4203, OG-4935, SE-4094, and SE-4096.
- Serves as coordinator for facility and equipment maintenance requests.
- Human resource administration: processing of new hires, annual staff contracts, contact for school staff for issues related to payroll and benefits, transmission of payroll and HR data to management company as required.
- Maintains Student and Employee Handbooks, and Board Policy Manual.
- Organization and maintenance of Grand Valley State University Compliance Manual.
- Maintains all files and record for the Academy as may be required to efficiently locate information and complete any and all reports.
- Financial and policy liaison to Academy Board of Education.
- Serve as the Director's administrative assistant.
- Maintain out-of-school suspension log and complete suspension letters.
- Gather information to complete and send board packets.
- Install, set up, and operate PC based accounting system.
- Responsible for input and maintenance of General Ledger, Accounts Payable, Accounts Receivable, Bank Reconciliation, Budget, Fixed Assets, and Purchase Orders.
- Generate weekly and monthly bills for aftercare and preschool.
- Generate monthly financial statements and other monthly operating reports.
- Prepare and adjust annual budgets with input from the Director.
- Prepare for annual audit and complete Form B.
- Complete all State and Federal Grant Applications, including the Consolidated Grant Application.
- Complete all Program Reports showing the allocation of grant monies.

West Michigan Academy of Arts & Academics

17350 Hazel Street
Spring Lake, Michigan 49456

Exhibit A

Qualifications

- Education: Bachelor's Degree in Business Administration, minimum, Accounting major, preferred.
- Experience: Appropriate to office management, accounting, and clerical environment.
- Knowledge, Skills:
 1. Working knowledge of school administrative systems.
 2. Excellent organizational skills.
 3. Excellent writing and grammar skills necessary to complete written reports and correspondence.
 4. Intermediate skills and experience using Microsoft Word, Excel, and Outlook software
 5. Proficient with the operation of PCs, copiers, fax machines, telephones, local network and Internet.
 6. Demonstrated accuracy, confidentiality, decision-making and problem solving skills.
 7. Highly effective interpersonal skills to provide customer/staff service.

SCHEDULE 7-4

METHODS OF ACCOUNTABILITY AND PUPIL ASSESSMENT

SCHEDULE 7-4

Grand Valley State University shall evaluate the success of the Academy by considering multiple areas of performance. A Comprehensive Performance Review (CPR) system will be established by Grand Valley State University Charter Schools Office and shall include, but not be limited to, the performance of the Academy in the areas of student performance, board governance, organizational performance, compliance reporting, facility conditions, fiscal strength and reporting and other pertinent performance data, as required by federal and state law, the authorizing contract, or desired by the authorizer for review.

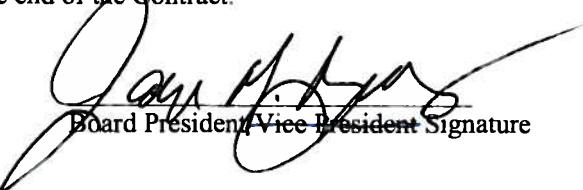
Included in the Comprehensive Performance Review shall be the requirements of Article VI Section 6.5 of the authorizing agreement, which states:

Section 6.5. Methods of Accountability. In addition to those set forth in this Section 6.5, the Academy shall evaluate its pupils' work based on the assessment strategies identified in the Schedules. To the extent applicable, the pupil performance of the Academy shall be assessed using at least the approved state standardized assessment designated under the Code. The Academy shall provide the University Charter Schools Office with copies of reports, assessments and test results concerning the following:

- a) educational outcomes achieved by pupils attending the Academy and other reports reasonably requested by the University Charter Schools Office;
- b) an assessment of the Academy's student performance at the end of each academic school year or at such other times as the University Board may reasonably request;
- c) an annual education report in accordance with the Code;
- d) an annually administered nationally recognized norm-referenced achievement test for the Academy's grade configuration, or a program of testing approved by the University Charter Schools Office Director; and
- e) all tests required under Applicable Law.

The University Board may use such reports, assessments and test results in making its decision to revoke, terminate, or not issue a new contract at the end of the Contract.

Date: 5-06-15


Board President/Vice President Signature

Secretary's Certification:

I certify that the foregoing resolution was duly adopted by the WMAA Board of Directors at a properly noticed open meeting held on the 6 day of May, 2015, at which a quorum was present.


Board Secretary

SCHEDULE 7-5

ACADEMY'S ADMISSION POLICIES AND CRITERIA

Charter School Enrollment Provisions of State Law

The Admissions Policy of West Michigan Academy of Arts & Academics is developed based on the language of the state law, which refers to a charter school as a “public school academy.” Because West Michigan Academy of Arts & Academics is chartered by Grand Valley State University, the following statutory provisions apply:

For a public school academy authorized by a state public university, enrollment shall be open to all pupils who reside in this state who meet the admission policy. If there are more applications to enroll in the public school academy than there are spaces available, pupils shall be selected to attend using a random selection process. However, a public school academy may give *enrollment priority* to a sibling of a pupil *enrolled* in the public school academy. A public school academy shall allow any student who was enrolled in the public school academy in the immediately preceding school year *to enroll* in the public school academy in the appropriate grade.... [Michigan Revised School Code, 1976 PA 451, MCL 380.504(3)] *(emphasis added)*

State law also allows charter schools to accept students in an approved foreign exchange program.

ADMISSIONS POLICY

Open Enrollment Period

Spaces in each grade K-8 for the following school year will not be officially assigned until after 3:00 p.m. on the third Friday in March at which time Open Enrollment closes. If the third Friday in March is not a school day, Open Enrollment closes at 3:00 p.m. on the next school day.

Admissions Priority

To identify which applicants may be admitted for the following school year, a Lottery Meeting will be held at the school shortly after the close of Open Enrollment at a publicized date and time to be announced via the Academy's newsletter. At that time, other applicants, if necessary, may be placed on a prioritized Wait List by grade based on the results of a random selection process.

Priority Groups.

The order of priority in which spaces for each grade will be filled is as follows:

- 1) Students enrolled for the current school year who re-enroll on or before the first Friday in March.
- 2) Siblings of students currently enrolled, if the sibling applies on or before the third Friday in March.
- 3) Siblings of newly enrolled students. When, at the close of Open Enrollment, one sibling is accepted into a grade that is not oversubscribed, or is accepted by lottery, any of their siblings in Priority Group 4 are immediately advanced to Priority Group 3.
- 4) New students that enroll on or before the third Friday in March who do not have a sibling that was accepted, subject to space availability, which may be determined by random selection process.
- 5) Any applicant that applies after the third Friday in March. Such students would be accepted in Wait List order only if space is available.

Priority Group 1 - Current Students. If a student is enrolled at West Michigan Academy of Arts & Academics for the current school year, that student shall be allowed to enroll for the next school year if a Re-Enrollment Registration Form is completed and returned on or before the first Friday in March.

Priority Group 2 - Brothers/Sisters of Current Students. If a student is currently enrolled and has one or more siblings that wish to attend West Michigan Academy of Arts & Academics for next school year, the currently-enrolled student's siblings will be given enrollment priority if an Enrollment Registration Form for each sibling is completed and returned on or before the third Friday in March.

Priority Group 3 - Brothers/Sisters of Newly-enrolled Students. Note that West Michigan Academy of Arts & Academics strives to allow brothers and sisters to attend the same school and tries to give all preference allowed by law to accomplish this during the Open Enrollment and, if necessary, the random selection process. As more fully explained below, if a family has two or more children that apply to West Michigan Academy of Arts & Academics, when one child is validly accepted and enrolled at the Admissions Meeting, all of that child's siblings who have applied

are accepted and may enroll as long as space is available in that grade. If space is not available, they advance to the sibling wait-list. This preference is not available after the Admissions Meeting has been held and Open Enrollment is closed.

Priority Group 4 – New Applicants. If the number of applicants for a grade is less than or equal to the number of spaces available for that grade, all new applicants for that grade are accepted and are enrolled at the Admissions Meeting. If there are more applicants than spaces available, a random selection process will be used. Applicant families are encouraged to attend the Admissions Meeting, but are not required to attend or have representation.

Priority Group 5 – Applicants After the Close of Open Enrollment. For grades that are not oversubscribed at the end of Open Enrollment, applicants will be accepted on a first-come, first-served basis until the grade is full, at which time further applicants are placed on a Wait List. For each grade with a Wait List, all applications received will be placed on the Wait List. The Wait List has two parts: 5A) the Sibling Wait List and 5B) the General Wait List. For the purposes of enrollment priority, a parent's children, step-children, adopted children, and foster children are all considered to be each other's siblings. If an applicant to be placed on a Wait List is the sibling of an enrolled student, the applicant is placed on the bottom of the Sibling Wait List. If an applicant to be placed on a Wait List is not the sibling of an enrolled student, the applicant is placed on the bottom of the General Wait List.

RANDOM SELECTION PROCESS (LOTTERY)

For each grade that has more applicants than spaces available at the close of Open Enrollment (making it a "Lottery Grade"), applicants in Priority Groups 1 and 2 will be admitted for the fall. Next, a random selection process (a "Lottery") will be performed to create a preference order for the applicants in Priority Group 4. Each applicant selected by Lottery has a numerical "Lottery Priority" ahead of each student subsequently selected by Lottery for that Lottery Grade.

For each Lottery Grade, a numbered "Lottery Priority List" will be created by grade to document the order of preference determined by the Lottery. If a new family has multiple children in the lottery (a "Multiple Applicant New Family"), all begin in Priority Group 4 and remain there unless and until one is enrolled via the Lottery. If there are Lotteries for multiple grades, the Lotteries will be performed from the lowest Lottery Grade to the highest Lottery Grade.

After the Lottery has been held for each Lottery Grade and the Lottery Priority Lists have been created, a New Family Re-Prioritization will be performed. For each Multiple Applicant New Family, if one of their applicants has Lottery Priority that assures him or her a space, all other applicants in that Multiple Applicant New Family are given status in Priority Group 3 and are admitted and enrolled as long as space is available in that grade. The applicants remaining in Priority Group 4 are accepted in order of Lottery Priority until all spaces for a grade are filled. The remaining applicants are placed on a Wait List in the order they were selected by Lottery.

SELECTION FROM WAIT LIST

If a space in a grade with a Wait List becomes available for any reason, the space will be offered to the next available applicant on that grade's Sibling Wait List. If there are no remaining applicants on a grade's Sibling Wait List, an available space will be offered to the next available applicant on that grade's General Wait List. It is the intent of West Michigan Academy of Arts & Academics to allow family members to attend the same school whenever possible. It is recognized and consistent with state law to accept applicants from the Sibling Wait List that may have submitted an application after some or all of the applicants on the General Wait List. If an applicant that is accepted from the General Wait List has siblings on the General Wait List of any grade, each of the accepted applicant's siblings move immediately to the bottom of the Sibling Wait List for their grade. If multiple spaces become available in a grade (for example the addition of 20 spaces to create an additional class within the grade), the Wait List is evaluated one space at a time, such that siblings may move from the General Wait List to the bottom of the Sibling Wait List in the middle of the process of filling the available spaces. If spaces become open for multiple grades, the grades will be evaluated sequentially from the lowest grade to the highest grade.

ADMISSION IS CONDITIONAL

Applicants are required to fully complete all required enrollment materials and provide all necessary information. This includes, but is not limited to, the enrollment registration form, emergency contact information, copy of birth certificate, and immunization records. Making an omission of a material fact or a false statement in Enrollment Registration materials may be sufficient cause for denying an applicant consideration for enrollment or for expulsion after enrollment.

COMPLIANCE WITH STUDENT HANDBOOK

All students and prospective students must abide by the West Michigan Academy of Arts & Academics' Student Handbook and are subject to disciplinary action for violations thereof, up to and including expulsion. In other words, a prospective student is subject to the all school policies, practices and procedures (and consequences for violations), even before their first day of class.

EQUAL EDUCATIONAL OPPORTUNITY

West Michigan Academy of Arts & Academics does not charge tuition and does not discriminate in its pupil admissions policies or practices on the basis of intellectual or artistic ability, measures of achievement or aptitude, status as a handicapped person, or any other basis not permitted by Michigan's public schools. [Some testing may be required to determine the proper placement in a subject. Math tests, for example, are generally required for new middle school students to determine in which class they belong and to benchmark educational progress. Such tests are administered after a student has been accepted for admission.]

APPROVED: 01/23/07 Board Minutes

SCHEDULE 7-6

SCHOOL CALENDAR AND SCHOOL DAY SCHEDULE

West Michigan Academy of Arts and Academics

2015-2016 School Calendar

August 30-September 3	Teacher In-Service
September 2	Back to School Night
September 8	Students Report to School
September 30	$\frac{1}{2}$ Day for Students; Staff In-Service
October 7	Count Day
October 30	$\frac{1}{2}$ Day for Students; End of 1 st Marking Period
November 4	$\frac{1}{2}$ Day for Students; PM Conferences
November 5	$\frac{1}{2}$ Day for Students; PM Conferences
November 6	No School for Students
November 25-27	No School – Thanksgiving Break
December 8	$\frac{1}{2}$ Day for Students; Staff In-Service
December 21-January 1	No School – Winter Break
January 4 th	Students Report to School
January 15	$\frac{1}{2}$ Day for Students; Staff In-Service
January 15	End of 2 nd Marking Period
February 10	Count Day
February 15	No School – Mid Winter Break
March 3	No School – Conferences All Day
March 4	No School
March 14-18	Festival of the Arts
March 25	End of 3 rd Marking Period
April 1-8	No School – Spring Break
April 11	Students Report to School
May 5	$\frac{1}{2}$ Day for Students; Staff In-Service
May 30	No School – Memorial Day
June 10	End of 4 th Marking Period
June 10	$\frac{1}{2}$ Day for Students – Last Day of School

Directions: Identify Activity and Start/End Time. For all other columns, please enter values ONLY in fields with dashed border. Entering data in other columns will overwrite formulas.

Regular Daily Schedule

Activity	Start Time	End Time	Minutes	Passing Time into Next Class	Total Minutes	Number of Regular Days Scheduled: (from calendar)
Class Time	7:55 AM	8:52 AM	57	4	61	
Class Time	8:56 AM	9:54 AM	58	4	62	
Class Time	9:58 AM	11:25 AM	87	3	90	
Lunch/Recess	11:28 AM	12:10 PM	42	0	42	
Class Time	12:10 PM	1:11 PM	61	4	65	
Class Time	1:15 PM	2:13 PM	58	4	62	
Class Time	2:17 PM	3:08 PM	51	3	54	
Class Time	3:11 PM	3:18 PM	7	0	7	
			0	0	0	
Enter Manually - Total Minutes for Lunch				42		Total Hours (Days x Daily Hrs)
Total Minutes (Less Lunch)				401		
Minutes Converted to Hours				6.68	1,115.56	

Other Schedule A (Identify):

Activity	Start Time	End Time	Minutes	Passing Time into Next Class	Total Minutes	Number of Days for Schedule A (from calendar)
Class Time	7:55 AM	11:30 AM	215	0	215	
			0	0	0	
			0	0	0	
			0	0	0	
			0	0	0	
			0	0	0	
			0	0	0	
Enter Manually - Total Minutes for Lunch				0		
Total Minutes (Less Lunch)				215	(Days x Daily Hrs)	Minutes Converted to Hours
Minutes Converted to Hours				3.58	28.64	

Other Schedule B (Identify):

Activity	Start Time	End Time	Minutes	Passing Time into Next Class	Total Minutes	Number of Days for Schedule B (from calendar)
			0	0	0	
			0	0	0	
			0	0	0	
			0	0	0	
			0	0	0	
			0	0	0	
Enter Manually - Total Minutes for Lunch				0		
Total Minutes (Less Lunch)				0	(Days x Daily Hrs)	Minutes Converted to Hours
Minutes Converted to Hours				0.00	0.00	

Other Schedule C (Identify):

Activity	Start Time	End Time	Minutes	Passing Time into Next Class	Total Minutes	Number of Days for Schedule C (from calendar)
			0	0	0	
			0	0	0	
			0	0	0	
			0	0	0	
			0	0	0	
			0	0	0	
Enter Manually - Total Minutes for Lunch				0		
Total Minutes (Less Lunch)				0	(Days x Daily Hrs)	Minutes Converted to Hours
Minutes Converted to Hours				0.00	0.00	

Other Schedule D (Identify):

Activity	Start Time	End Time	Minutes	Passing Time into Next Class	Total Minutes	Number of Days for Schedule D (from calendar)
			0	0	0	
			0	0	0	
			0	0	0	
			0	0	0	
			0	0	0	
			0	0	0	
Enter Manually - Total Minutes for Lunch				0		
Total Minutes (Less Lunch)				0	(Days x Daily Hrs)	Minutes Converted to Hours
Minutes Converted to Hours				0.00	0.00	

Total Hours of Instruction for School Year	
Regular Daily Schedule	1,115.56
Other Schedule Variations (if applicable):	
A: Half Day	28.64
B:	0.00
C:	0.00
D:	0.00
Other Hours Total from Tab 2a (if appl.)	0.00
Total Hours of Instruction	1,144.20

Activity = class period, lunch, recess, etc.

Other Schedule = partial day, delayed start, etc.

If more
schedule
variations
needed, use
Tab 2a.

SCHEDULE 7-7

AGE/GRADE RANGE OF PUPILS ENROLLED

Schedule 7-7
Age and Grade Range of Pupils

The Academy may enroll age-appropriate students in Kindergarten through Eighth Grade.

SCHEDULE 7-8

**ADDRESS AND DESCRIPTION OF PROPOSED PHYSICAL PLANT; LEASE
OR DEED FOR PROPOSED SITE; OCCUPANCY CERTIFICATE**

Schedule 7-8
Description of Physical Plant

West Michigan Academy of Arts and Academics: 17350 Hazel Street, Spring Lake, MI 49456

WMAAA is a gray building made of brick and siding. There are currently 24 classrooms, 5 arts classrooms, including a dance room with locker rooms attached (no showers), and a band room, 2 smaller special education classrooms, one computer lab, a set design room and a 496 seat Performing Arts Center. There are two playgrounds.

\$3,165,000
Full Term Certificates of Participation, Series 1999
Evidencing Proportionate Interests of the Owners
Thereof in a Financing Agreement
with West Michigan Academy of Arts and Academics, Michigan

CERTIFICATE PURCHASE AGREEMENT

May 19, 1999

West Michigan Academy of Arts and Academics
14211 120th Avenue
Grand Haven, Michigan 49417

Ladies and Gentlemen:

We, Miller, Johnson & Kuehn, Incorporated (herein called the "Underwriters"), hereby offer to enter into this Certificate Purchase Agreement (this "Agreement") with West Michigan Academy of Arts and Academics, a public school academy of the State of Michigan ("West Michigan"), for the purchase by the Underwriters of \$3,165,000 Full Term Certificates of Participation, Series 1999 (the "Certificates"), each evidencing and representing a proportionate interest in Purchase Payments to be made by West Michigan under a Financing Agreement dated as of May 1, 1999 (the "Financing Agreement"), between MJK Capital Corporation ("MJK") and West Michigan. This offer is made subject to acceptance by West Michigan by the execution hereof by the authorized officer of West Michigan prior to 10:00 p.m., Minneapolis, Minnesota time, on May 19, 1999, and upon such acceptance, this Agreement shall be in full force and effect in accordance with its terms and shall be binding upon West Michigan and the Underwriters.

1. Upon the terms and conditions and in reliance upon the representations set forth herein, the Underwriters hereby agree to purchase and West Michigan hereby agrees to sell and cause to be authenticated and delivered by U.S. Bank Trust National Association (the "Trustee"), as trustee, to the Underwriters all (but not less than all) of the Certificates in the aggregate principal amount of \$3,165,000 at an aggregate purchase price of \$3,006,750, plus accrued interest from May 1, 1999 to the Closing Date (as hereinafter defined). The Certificates shall be issued and secured under and pursuant to a Trust Agreement dated as of May 1, 1999 (the "Trust Agreement"), between West Michigan, MJK and the Trustee, and shall mature on May 1 in the years, shall bear interest at the annual rates and shall be subject to optional, mandatory sinking fund and extraordinary redemption as set forth in Schedule A hereto. The Underwriters agree to make a public offering of the Certificates at the respective initial offering prices set forth in Schedule A hereto, which prices may be changed from time to time by the Underwriters after the initial public offering.

Pursuant to the Financing Agreement, West Michigan will acquire certain real property (the "Land"), cause to be designed, constructed and equipped thereon certain real and personal property (the "Improvements"; the Land and the Improvements are herein together referred to as the "Project"), and finance the Project with MJK. West Michigan will agree to make semi-annual payments (the "Purchase Payments") in amounts and at times sufficient to pay the principal of, premium, if any, and interest on the Certificates when due. West Michigan will also agree to make monthly deposits (the "Purchase Payment Deposits") during five month periods prior to Purchase Payment due dates in amounts sufficient to pay the interest portion of the Purchase Payment next due and the principal portion of the Purchase Payments next due. MJK will sell, assign and convey to the Trustee the Financing Agreement and its right to receive the Purchase Payments and Purchase Payment Deposits pursuant to an Assignment Agreement dated as of May 1, 1999 (the "Assignment"). Pursuant to a Mortgage Agreement dated as of May 1, 1999 (the "Mortgage"), West Michigan will mortgage the Project to MJK. Pursuant to a State School Aid Payment Agreement and Direction dated as of May 1, 1999 (the "State Aid Agreement"), between MJK and West Michigan and acknowledged by the Board of Trustees of Grand Valley State University, West Michigan will direct that certain state aid payments pledged under the Financing Agreement (the "Pledged Revenues"), be paid directly to the Trustee. MJK's rights under the Mortgage and State Aid Agreement will also be assigned to the Trustee pursuant to the Assignment.

2. West Michigan shall deliver or cause to be delivered to the Underwriters, promptly after acceptance hereof, copies of the final official statement of West Michigan dated May 11, 1999 (the "Official Statement"), with only such changes as have been approved by West Michigan and the Underwriters. You authorize and ratify the distribution by the Underwriters of the Official Statement in offering the Certificates for public sale to prospective purchasers of the Certificates. West Michigan shall also deliver, or cause to be delivered to the Underwriters within seven business days after the date hereof additional copies of the Official Statement in such number as the Underwriters may reasonably request not more than four business days after the date hereof.

3. At 12:00 noon, Minneapolis, Minnesota time, on May 19, 1999, or at such other time, or on such earlier or later date as the Underwriters and West Michigan may mutually agree (the "Closing Date"), West Michigan will cause the Trustee to deliver to the Underwriters or their representative in Minneapolis, Minnesota the Certificates in definitive typewritten form, duly executed, together with the other documents mentioned herein. Such delivery and payment for the Certificates is herein called the "Closing." It is anticipated that CUSIP identification numbers will be printed on the Certificates, and the failure to print such number on any Certificate or any error with respect thereto shall constitute cause for a failure or refusal by the Underwriters to accept delivery of and pay for the Certificates in accordance with the terms of this Agreement. The Underwriters will accept delivery of the Certificates and pay the purchase price thereof as set forth in Section 1 by Federal Reserve System wire transfer in immediately available Federal funds or by any other form of immediately available Federal funds to the order of the Trustee. The parties will use their best efforts to ensure that the Certificates will be made available for

checking and packaging by the Underwriters or their representative at an office specified by the Underwriters in the city in which the Certificates are to be delivered at least one business day prior to the Closing Date.

4. In order to induce the Underwriters to enter into this Agreement and to make the offering and sale of the Certificates, West Michigan hereby represents, warrants and agrees with the Underwriters as follows:

(a) West Michigan is duly organized and existing as a public school academy and public agency under the laws of the State of Michigan and has all necessary power and authority to enter into and perform its duties under the Financing Agreement, the Trust Agreement, the Mortgage, the State Aid Agreement and this Agreement, and, when executed and delivered by the respective parties thereto, the Financing Agreement, the Trust Agreement, the Mortgage, the State Aid Agreement and this Agreement will constitute legally valid and binding obligations of West Michigan, enforceable in accordance with their respective terms, except as enforcement may be limited by bankruptcy, insolvency, reorganization, moratorium or similar laws or equitable principles relating to or limiting creditors' rights generally.

(b) The execution and delivery of this Agreement, the Financing Agreement, the Mortgage, the State Aid Agreement and the Trust Agreement, and compliance with the provisions hereof have been, or by the Closing Date will be, duly authorized by all necessary corporate action on the part of West Michigan and will not conflict with or constitute a breach of or default under any law, administrative regulation, court decree, resolution, charter, bylaw or any agreement to which West Michigan is subject or by which it is bound or by which its properties may be affected.

(c) Except as may be required under Blue Sky or other securities laws of any state, there is no consent, approval, authorization or other order of, filing with, or certification by, any regulatory authority having jurisdiction over West Michigan required for the execution and delivery of the Certificates or the entering into of the Financing Agreement, this Agreement, the Mortgage, the State Aid Agreement and the Trust Agreement or the consideration by West Michigan of the other transactions contemplated thereby and by this Agreement, except as may have already been obtained.

(d) As of the date hereof, the information contained in the Official Statement is true and correct in all material respects, and does not contain any untrue or misleading statement of material fact or omit to state any material fact necessary to make the statements made therein, in light of the circumstances under which they were made, not misleading.

(e) The Mortgage, the Financing Agreement and the Assignment shall be duly recorded to the extent necessary to preserve the validity or priority of the lien created

thereby, and all financing statements shall be, as of the Closing Date, duly recorded and filed in such manner and in such place as is required by law to establish, preserve and protect the security interest created thereby on all collateral specifically or generally described in such document as subject to such security interest and under the laws then in force (including provisions of the Uniform Commercial Code of the State), and it will not be necessary to re-record or re-file any such documents except that it will be necessary to file continuation statements at the end of each five-year period as required by said Uniform Commercial Code.

(f) West Michigan will furnish such information, execute such instruments and take such other action in cooperation with the Underwriters as the Underwriters may reasonably request and at the Underwriter's expense in order (i) to qualify the Certificates for offer and sale under the Blue Sky or other securities laws and regulations of such states and other jurisdictions of the United States as the Underwriters may reasonably designate and (ii) to determine the eligibility of the Certificates for investment under the laws of such states and other jurisdictions, and will use its best efforts to continue such qualifications in effect so long as required for the distribution of the Certificates.

(g) There is no action, suit, proceeding, inquiry or investigation, at law or in equity, before or by any court, governmental agency, public board or body, pending or, to the best of West Michigan's knowledge, threatened, against West Michigan affecting the existence of West Michigan or the titles of its officers to their respective offices or in any way contesting or affecting the validity or enforceability of the Certificates, this Agreement, the Financing Agreement, the Trust Agreement, the State Aid Agreement or the Mortgage or contesting the powers of West Michigan to execute and deliver or to consummate the transactions contemplated in such documents or the Official Statement, or contesting in any way the completeness or accuracy of the Official Statement or any amendment or supplement thereto, wherein an unfavorable decision, ruling or finding would materially adversely affect the validity or enforceability of the Certificates, the Trust Agreement, this Agreement, the Financing Agreement, the State Aid Agreement or the Mortgage.

(h) If between the date hereof and the Closing Date any event shall occur which might or would cause the Official Statement, as then supplemented or amended, to contain any untrue statement of a material fact or to omit to state a material fact required to be stated therein or necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading, West Michigan shall notify the Underwriters and if in the opinion of West Michigan or the Underwriters such event requires the preparation and publication of a supplement or amendment to the Official Statement, West Michigan will cause the Official Statement to be amended or supplemented in a form and in a manner approved by the Underwriters and West Michigan.

(i) After the Closing, if any event shall occur as a result of which it is necessary in the opinion of the Underwriters, to amend or supplement the Official Statement in order to make the Official Statement not misleading in light of the circumstances existing at the time it is delivered to a purchaser, West Michigan will forthwith prepare and furnish to the Underwriters (at the expense of West Michigan for 90 days from the Closing Date, and thereafter at the expense of the Underwriters) a reasonable number of copies of an amendment of or supplement to the Official Statement (in form and substance satisfactory to the Underwriters and West Michigan) which will amend or supplement the Official Statement so that it will not contain an untrue statement of a material fact or omit to state a material fact necessary in order to make the statements therein, in light of the circumstances existing at the time the Official Statement is delivered to a purchaser, not misleading.

(j) West Michigan hereby approves the Official Statement and authorizes the use and distribution of the Official Statement, including all amendments and supplements thereto, by the Underwriters in connection with the public offering and sale of the Certificates.

(k) The Official Statement is deemed "final" in accordance with Rule 15c2-12(b)(1) under the Securities Exchange Act of 1934.

5. (a) To the extent permitted by law, West Michigan agrees to indemnify and hold harmless the Underwriters and each person, if any, who controls (as such term is defined in Section 15 of the Securities Act of 1933, as amended, and Section 20 of the Securities Exchange Act of 1934, as amended--collectively the "Securities Acts") the Underwriters (i) against any and all judgments, losses, claims, damages and liabilities arising out of any information contained in the Official Statement (except information furnished in writing by the Underwriters expressly for inclusion in the Official Statement) that is untrue or incorrect, or is alleged to be untrue and incorrect, in any material respect or the omission therefrom, or the alleged omission therefrom, of any material fact required to be stated therein or necessary to make the statements therein in the light of the circumstances under which they were made, not misleading (unless resulting from the Underwriter's or such person's negligence or intentional or willful misconduct); and (ii) to the extent of the aggregate amount paid in settlement of any litigation commenced or threatened arising from a claim based upon any such untrue statement or omission if such settlement is effected with the written consent of West Michigan. In case any claim shall be made or action brought against the Underwriters or any controlling person (as aforesaid) based upon the Official Statement, in respect of which indemnity may be sought against West Michigan, or the Underwriters or such controlling person shall promptly notify West Michigan in writing setting forth the particulars of such claim or action and West Michigan shall assume the defense thereof including the retaining of counsel and the payment of all expenses. The Underwriters or any such controlling person shall have the right to retain separate counsel in any such action and to participate in the defense thereof, but the fees and expenses of such counsel shall be at the

expense of the Underwriters or such controlling person, as the case may be, unless the retaining of such counsel has been specifically authorized by West Michigan.

(b) The Underwriters agree to indemnify and hold harmless West Michigan and each person, if any, who controls (as such term is defined in Section 15 of the Securities Act of 1933, as amended, and Section 20 of the Securities Exchange Act of 1934, as amended) West Michigan (i) against any and all losses, claims, damages and liabilities arising out of any information furnished in writing by the Underwriters for use in the Official Statement, that is untrue in any material respect, or the omission therefrom of any such information, which is required to be contained therein or which is necessary to make the statements therein, in the light of the circumstances under which they are made, not misleading in any material respect; or arising out of violations by the Underwriters of representations made by it in this Agreement or violations by it of applicable securities laws; and (ii) to the extent of the aggregate amount paid in settlement of any litigation commenced or threatened arising from a claim based upon any such untrue statement or omission, or violation, if such settlement is effected with the written consent of the Underwriters. In case any claim shall be made or action brought against West Michigan or such controlling person (as aforesaid) based upon the Official Statement or this Agreement, in respect of which indemnity may be sought against the Underwriters, West Michigan or such controlling person shall promptly notify the Underwriters in writing setting forth the particulars of such claim or action and the Underwriters shall assume the defense thereof, including the retaining of counsel and the payment of all expenses. West Michigan or any controlling person shall have the right to retain separate counsel, in any such action and to participate in the defense thereof, but the fees and expenses of such counsel shall be at the expense of the party retaining such counsel unless the retaining of such counsel has been specifically authorized by the Underwriters.

(c) For the purpose of paragraphs (a) and (b) of this Section 5, the information furnished in writing by the Underwriters for use in the Official Statement shall consist of the interest rates and prices and other statements with respect to the public offering of the Certificates set forth on the cover pages of, and under the caption "Underwriting" in, the Official Statement.

6. The Underwriters enter into this Agreement in reliance upon the representations and warranties of West Michigan contained herein and in the Financing Agreement, the Mortgage, the State Aid Agreement and the Trust Agreement, and in reliance upon the representations and warranties to be contained in the documents and instruments to be delivered at the Closing by West Michigan and upon the performance by West Michigan of its obligations hereunder both on and as of the date hereof and as of the Closing Date. Accordingly, the Underwriter's obligation under this Agreement to accept delivery of and to pay for the Certificates shall be conditioned upon the performance by West Michigan of its obligations to be performed hereunder and under such documents and instruments at or prior to the Closing, and shall also be subject to the following additional conditions:

(a) the representations and warranties of West Michigan contained herein shall be true and correct on the date hereof and as of the Closing, as if made on and at the Closing:

(b) at or prior to the Closing, the Underwriters shall receive the following documents:

- (i) an executed copy of the Trust Agreement;
- (ii) an executed copy of the Financing Agreement;
- (iii) an executed copy of the Assignment;
- (iv) an executed copy of the Mortgage;
- (v) an executed copy of the State Aid Agreement;
- (vi) the opinions of Clark Hill P.L.C., counsel to West Michigan, and Dorsey & Whitney LLP, special tax counsel, dated the Closing Date, in form reasonably acceptable to the Underwriters;
- (vii) a copy of the filed UCC-1 financing statements executed by West Michigan as debtor and assigned to the Trustee evidencing the first secured position in the Project and the Pledged Revenues; and evidence of the proper recording of the Assignment, the Mortgage and a fixture financing statement with respect to the Project executed by West Michigan as debtor and assigned to the Trustee, in the real estate records of Ottawa County, Michigan.
- (viii) a copy of the filed UCC-1 financing statement executed by the MJK as debtor to the Trustee as secured party, covering the assignment of the Financing Agreement and amounts due thereunder;
- (ix) a certificate of officers of West Michigan dated the Closing Date, in form reasonably acceptable to the Underwriters;
- (x) a certificate of officers of the Trustee, dated as of the Closing Date, in form reasonably acceptable to the Underwriters;
- (xi) a certificate of West Michigan regarding the accuracy of the information in the Official Statement, dated the Closing Date, in form reasonably acceptable to the Underwriters;

- (xii) certified copies of all resolutions adopted by the governing body of West Michigan authorizing the execution and delivery of the Financing Agreement and related documents;
- (xiii) a title insurance policy insuring the Trustee's interest in the Project granted by the Mortgage, in form reasonably satisfactory to the Underwriters;
- (xiv) such additional legal opinions, certificates, proceedings, instruments and other documents as the Underwriters, or West Michigan's counsel or special tax counsel to the purchaser may reasonably request to evidence compliance by West Michigan with legal requirements, the truth and accuracy, as of the time of Closing, of the representations of West Michigan herein and in the Official Statement, and the due performance or satisfaction by West Michigan at or prior to such time of all agreements then to be performed and all conditions then to be satisfied by West Michigan;

(c) at the Closing, the Trust Agreement, the Mortgage, the Financing Agreement, the State Aid Agreement and the Assignment shall be in full force and effect and shall not have been amended, modified or supplemented except as may have been agreed to in writing by us; and there shall be in full force and effect such resolutions as, in the opinion of counsel to West Michigan or special tax counsel to the purchaser, shall be necessary in connection with the transactions contemplated hereby.

If the conditions to the Underwriter's obligations contained in this Agreement are not satisfied or if the Underwriter's obligations shall be terminated for any reason permitted herein, this Agreement shall terminate and neither the Underwriters nor West Michigan shall have any further obligation hereunder.

7. During the initial public offering of the Certificates (a period including the final date the Underwriters are charged with furnishing a copy of the Official Statement to a potential customer under SEC Rule 15c2-12 but no later than six months after the Closing Date), West Michigan will (a) not consent to the distribution of any amendment of or supplement to the Official Statement to which, after having been furnished with a copy, the Underwriters shall object in writing or which shall be disapproved by counsel for the Underwriters and (b) if any event shall occur as a result of which it is necessary, in the opinion of the Underwriters, to amend or supplement the Official Statement in order to make the Official Statement not misleading in light of the circumstances existing at the time it is delivered to a purchaser, consent to the distribution of an amendment of or supplement to the Official Statement, prepared without expense to the Underwriters (in form and substance satisfactory to the Underwriters) in a reasonable number of copies which will amend or supplement the Official Statement so that it

will not contain an untrue statement of a material fact or omit to state a material fact necessary in order to make the statements therein, in the light of the circumstances existing at the time the Official Statement is delivered to a purchaser, not misleading. Any amendment of or supplement to the Official Statement to be distributed pursuant to this Section 7 shall contain a statement that the Underwriters have neither participated in the preparation thereof nor made any independent investigation of the facts contained therein and do not assume any responsibility for the sufficiency, accuracy or completeness of the information contained therein.

8. The Underwriters shall have the right to cancel their obligation to purchase the Certificates if (i) between the date hereof and the Closing, legislation shall have been enacted by the Congress of the United States or the legislature of the State of Minnesota or legislation shall have been reported out of committee of either body or be pending in committee of either body, or a decision shall have been rendered by a court of the United States or the Tax Court of the United States, or a ruling shall have been made or a regulation or temporary regulation shall have been proposed or made or any other release or announcement shall have been made by the Treasury Department of the United States or the Internal Revenue Service, with respect to federal taxation upon revenues or other income of the general character to be derived from the Certificates which, in the reasonable judgment of the Underwriters, materially adversely affects the market for the Certificates, or (ii) there shall exist any event which, in the reasonable judgment of the Underwriters, either (a) makes untrue or incorrect in any material respect as of such time any statement or information contained in the Official Statement or (b) is not reflected in the Official Statement but should be reflected therein in order to make the statements and information contained therein not misleading in any material respect, or (iii) there shall have occurred any outbreak of hostilities or other national or international calamity or crisis, the effect of which outbreak, calamity or crisis on the financial markets of the United States is such as, in the reasonable judgment of the Underwriters, would make it impracticable for the Underwriters to market or enforce contracts for the sale of the Certificates, or (iv) there shall be in force a general suspension of trading on the New York Stock Exchange or minimum or maximum prices for trading shall have been fixed and be in force, or maximum ranges for prices for securities shall have been required and be in force on the New York Stock Exchange, whether by virtue of a determination by that Exchange or by order of the Securities and Exchange Commission or any other governmental authority having jurisdiction, or (v) a general banking moratorium shall have been declared by either Federal, Michigan, Minnesota or New York authorities having jurisdiction and be in force, or (vi) there shall be any material adverse change in the affairs of West Michigan, or (vii) there shall be established any new restriction on transactions in securities materially affecting the free market for securities (including the imposition of any limitation on interest rates) or the extension of credit by, or the change to the net capital requirements of, underwriters established by the New York Stock Exchange, the Securities and Exchange Commission, any other federal or state agency or the Congress of the United States, or by Executive Order, or (viii) a default shall have occurred with respect to any security issued by a state or political subdivision having a population over 1,000,000 which, in the opinion of the Underwriters has a material adverse effect on the securities markets.

9. Fees, expenses and costs incident to the execution and performance of this Agreement and to the authorization, issuance and sale of the Certificates to the Underwriters, including the cost of printing the Official Statement (in reasonable quantities); CUSIP Service Bureau charges; and fees and expenses of counsel to West Michigan and special tax counsel, including Blue Sky and legal investment services (including filing and registration fees), shall be the obligation of West Michigan, but such expenses shall be paid only if the Certificates are issued and shall not exceed \$135,060. All expenses to be paid pursuant to this Agreement shall be paid by the Trustee from Certificate proceeds. Underwriter's compensation in the amount of \$158,250 is reflected in the discounted purchase price for the Certificates of \$3,006,750, with the Certificates to be reoffered at par (\$3,160,000).

10. Any notice or other communication to be given to West Michigan under this Agreement may be given by delivering the same in writing at the address set forth above, and any such notice or other communications to be given to the Underwriters may be given by delivering the same in writing to Miller, Johnson & Kuehn, Incorporated, 5500 Wayzata Boulevard, Suite 800, Minneapolis, MN 55416, Attention: Mr. Jay Hromatka. The approval of the Underwriters when required hereunder or the determination of its satisfaction as to any document referred to herein shall be in writing signed by the Underwriters and delivered to you.

11. This Agreement is made solely for the benefit of West Michigan and the Underwriters (including the successors or assigns of the Underwriters, but excluding any purchaser, of a Certificate from the Underwriters) and, to the extent expressed herein, controlling persons thereof, and no other persons, partnership, association or corporation shall acquire or have any right hereunder or by virtue hereof. All representations and agreements of the parties to this Agreement shall remain operative and in full force and effect regardless of any investigation made by or on behalf of the Underwriters and shall survive the delivery of and payment for the Certificates. Any and all controversies, disputes or claims between the Underwriters or West Michigan and affiliates or controlling persons thereof arising out of or relating to this Agreement or executed in connection herewith, or any breach hereof or thereof, or any services to be rendered hereunder or thereunder, shall be resolved by arbitration in Minneapolis, Minnesota in accordance with the rules then observed by the National Association of Securities Dealers, and judgment upon any award rendered may be entered by any court of competent jurisdiction. Time shall be of the essence of this Agreement. This Agreement shall be governed by, construed and enforced in accordance with the laws of the State of Minnesota. This Agreement may be executed in any number of counterparts each of which shall be an original but all of which together shall constitute one and the same instrument.

Very truly yours,

MILLER, JOHNSON & KUEHN,
INCORPORATED, Underwriters

By Jay L. Kuehn
Its Vice President

Accepted and Agreed to:

WEST MICHIGAN ACADEMY OF ARTS AND ACADEMICS

By David A. Lewis
Its Director

Schedule A

Maturity

The Certificates mature on the dates and in the amounts, bear interest at the annual rates and are being offered at the prices, as follows:

<u>Maturity Date</u>	<u>Principal Amount</u>	<u>Interest Rate</u>	<u>Price</u>
May 1, 2003	\$45,000	5.50%	100%
May 1, 2004	45,000	5.60	100
May 1, 2005	50,000	5.70	100
May 1, 2006	50,000	5.80	100
May 1, 2029	2,975,000	7.00	100

Redemption

Optional. The Certificates are subject to redemption on May 1, 2004 and each May 1 and November 1 thereafter, upon the direction of West Michigan, in whole, at their principal amount plus accrued interest.

Mandatory. The Certificates maturing on May 1, 2029 are subject to mandatory sinking fund redemption on April 1 in the years and principal amounts set forth below at a redemption price equal to their principal amount plus accrued interest to the redemption date:

<u>Date</u>	<u>Amount</u>
2007	55,000
2008	60,000
2009	65,000
2010	70,000
2011	75,000
2012	80,000
2013	85,000
2014	90,000
2015	95,000
2016	100,000
2017	110,000
2018	115,000
2019	125,000
2020	135,000
2021	145,000
2022	155,000
2023	165,000
2024	175,000
2025	185,000
2026	200,000
2027	215,000
2028	230,000

Extraordinary. The Certificates are subject to redemption on any May 1 or November 1 upon the occurrence of a "Determination of Taxability" as set forth in the Financing Agreement, at a price equal to 103% of their principal amount.

CERTIFICATE OF USE AND OCCUPANCY

PERMANENT

Michigan Department of Consumer and Industry Services
Bureau of Construction Codes & Fire Safety/Building Division
P. O. Box 30254
Lansing, MI 48909
(517) 241-9317

Permit No. LB018456
West Michigan Academy of Arts & Academics
17350 Hazel Street
Spring Lake, Michigan
Ottawa County

The above named building of Use Group E and Construction Type 5B is approved for use and occupancy.

THIS APPROVAL IS GRANTED UNDER THE AUTHORITY OF SECTIONS 13 OF ACT 230 OF THE PUBLIC ACTS OF 1972, AS AMENDED, BEING §125.1513 OF THE MICHIGAN COMPILED LAWS, AND, IN ACCORDANCE WITH SECTION 110.0 OF THE STATE BUILDING CODE. THIS SHALL SUPERSEDE AND VOID ANY PREVIOUS APPROVAL OF USE AND OCCUPANCY.

Larry Lehman
Larry Lehman, Chief
Building Division

November 13, 2003

DEPARTMENT OF CONSUMER & INDUSTRY SERVICES
OFFICE OF FIRE SAFETY
P.O. BOX 30700
LANSING, MICHIGAN 48909-8200

PLAN REVIEW REPORT

 FINAL PRELIMINARY

SCHOOL HOME FOR THE AGED FSOF/ASC
 COLLEGE/UNIVERSITY HOSPITAL DORMITORY
 ADULT FOSTER CARE NURSING HOME STATE FACILITY
 CORRECTIONS AIS/MR OTHER

ARCHITECT/ENGINEER:

William Roy
Integrated Architecture
4090 Lake Dr SE
Grand Rapids, MI 49546

Ph: 616-574-0220

PROJECT DESCRIPTION:
New Classroom Addition to School

DATE
8/5/03

FACILITY:
Western Michigan Academy
17350 Hazel Street
Spring Lake, MI 49456

O.F.S. PROJECT NO.
23532

COUNTY:
OTTAWA

JOB NO.

The plans and specifications for the above project have been reviewed for compliance with the applicable FIRE SAFETY RULES.
The review does not reflect structural or engineering matters outside the matter of fire safety.

Field inspection approval will be required before occupancy.

Approved Approved contingent upon compliance with following: Not approved for the reasons listed:

PLEASE REFERENCE OUR NUMBER 23532 ON FUTURE CORRESPONDENCE, ADDENDA, BLUEPRINTS, ETC., CONCERNING THIS PROJECT, AND NOTIFY ANY OTHER ARCHITECT/ENGINEER, COMPANY, SUB-CONTRACTOR, ETC. INVOLVED.

The submitted documents have been reviewed for compliance with the 1999 School Fire Safety Rules assuming Type V (000) construction and no sprinkler coverage.

1. Cross corridor doors in pairs, where dead ends are created, shall be double egress in accordance with Section 2.1.4.2. **Special attention to Door 113.**
2. All glazing in fire rated doors shall be minimum 1/4 inch wired glass with a maximum area as allowed per testing. Refer to NFPA 80. **Special attention to size of glazing in Door 113, which is larger than the typically allowed 100 square inches.**
3. Separate all hazardous areas from the remainder of the facility with minimum one hour fire resistive construction including minimum "C" or 45 minute labeled fire door assemblies. Refer to Section 10-3.2.1 and Policy 5-13. **Special attention to Mechanical Mezzanine walls.**
4. Required minimum one hour fire resistive walls shall extend tight to the floor or roof deck above, unless the ceiling itself constitutes an approved one hour barrier when tested as a wall. Refer to Sections 10-3.6. and 6-2.2.2. **Special attention to new corridor ceiling. Note: Detail 8/A5.1 is not in compliance as a rated wall.**
5. Penetrations of fire barriers shall be protected in accordance with Section 6-2.3.2.4. Please provide the field inspector with the UL design number or manufacturer's data sheet for any through-penetration fire stopping.
6. Means of egress shall be marked in accordance with Section 10-2.10. **Special attention to missing directional signs at south end of Corridor 113 and at each set of cross-corridor doors.**
7. Hardware will be field reviewed only.
 - a. Information regarding proposed special locking arrangements as allowed under Section 10-2.3.8.3 be submitted for review and approval.

RECEIVE

The Department of Consumer & Industry Services will not discriminate against any person on the basis of race, sex, religion, age, national origin, color, marital status, disability or any other protected class. If you need assistance with reading, writing, hearing, etc., under the Americans with Disabilities Act, please let us know so we can better serve you.

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